

P. S. C. No. 10

Cancels P. S. C. No. 9

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HENDERSON UNION ELECTRIC COOPERATIVE CORPORATION

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OF

HENDERSON, KENTUCKY

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Rates, Rules and Regulations for Furnishing

Electricity

at

Counties of Henderson, Union, Webster, Crittenden,  
Caldwell, Lyon, and Hopkins

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Filed with the Public Service Commission of Kentucky

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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HENDERSON UNION ELECTRIC  
ISSUED BY COOPERATIVE CORPORATION

BY John West  
President & Chief Executive Officer

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

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## RULES AND REGULATIONS

### General

#### 1. SCOPE

This schedule of rules and regulations is a part of all contracts for receiving electric service from Henderson Union Electric Cooperative Corporation (Henderson Union) and applies to all service received from Henderson Union whether the service received is based upon a contract, agreement, signed application or otherwise. No employee or individual director of Henderson Union is permitted to make an exception to rates or rules and regulations. Copies of rates and rules and regulations are on file in Henderson Union's offices and can be obtained there.

#### 2. REVISIONS

These rules and regulations may be revised, amended, supplemented or otherwise changed from time to time without notice, by action of the board of directors. Such changes, when effective, shall have the same force as the present rules and regulations.

#### 3. MEMBERS'S RESPONSIBILITY FOR HENDERSON UNION EC'S PROPERTY

All meters, service connections, and other equipment furnished by Henderson Union shall be, and remain, the property of Henderson Union. The member shall exercise proper care to protect the property of Henderson Union on its premises and in the event of loss or damage to Henderson Union's property arising from neglect of member to care for same, the cost of necessary repairs or replacement shall be paid by the member.

#### 4. TAMPERING

(a) If the meters or other property belonging to Henderson Union are tampered or interfered with, the member being supplied through such equipment shall pay the amount which Henderson Union may estimate is due for service rendered but not registered on Henderson Union's meter, and for such replacements and repairs as are necessary as well as for cost of inspection, investigation, and protective installations.

(b) The member will be allowed to continue to receive service if he agrees that Henderson Union shall estimate his consumption for the past twelve months by the best means available. The member's account will be billed and the amount collected within a reasonable length of time, not to exceed 60 days. The amount will be credited to the member's bill and a test run on one year shall be used to determine if the original estimate was fair and accurate. If the member's account has been overcharged, proper credit will be given the member's account and if the account has been

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undercharged, an additional debit adjustment will be made to the member's account.

(c) If the member fails to agree to the above arrangement, Henderson Union will remove the meter and service and make proper preparations for taking legal action.

### 5. CONTINUITY

Henderson Union shall diligently try to provide constant and uninterrupted supply of electric energy, but should supply fail or be interrupted through acts of God, the public enemy, by accident, strikes, labor troubles, by action of the elements, or by any other cause beyond the reasonable control of Henderson Union, Henderson Union shall not be liable therefor.

### 6. RELOCATION OF LINES BY REQUEST OF MEMBERS

Henderson Union's established lines will not be relocated unless the expense for moving and relocating is paid by the member, except in instances where it would be to the advantage of Henderson Union to make such relocation.

### 7. SERVICES PERFORMED FOR MEMBERS

Henderson Union's personnel are prohibited from making repairs, performing services to the member's equipment or property except in cases of emergency or to protect the public or member's person or property. When such emergency services are performed, the member shall be charged for such service at the rate of time and material.

#### Service Procedures

### 8. APPLICATION FOR SERVICE

(a) All applicants for electric service shall execute Henderson Union's form of Applications for Membership and Service in acknowledgment of the terms and conditions of electric service cited therein and grant, convey and/or provide to Henderson Union any and all necessary rights, privileges, permits and easements incidental to or connected with such electrical service before electric service is supplied.

(b) All applicants shall provide within thirty (30) working days prior to the date service is required certain load data information in order that adequate facilities may be installed for the new service.

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### 9. MEMBERSHIP FEE

Pursuant to Henderson Union's bylaws, a membership fee of twenty-five dollars (\$25.00) shall be paid by all new members. Membership fee shall be refunded when all financial obligations are satisfied or may be applied against any unpaid bill of the member upon termination of electric service. Service will not be made available to a former member until any previously existing indebtedness to Henderson Union has been satisfied.

### 10. MEMBER DEPOSIT

(a) Henderson Union may require from any member or applicant for service, regardless of customer class, a minimum cash deposit, letter of credit from a financial institution, surety or performance bond, prepaid budget billing amount, adequate financial statements or other suitable guaranty to secure payment of bills in an amount not to exceed 2/12th of the estimated annual bill of such member or applicant; except for members qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 78.460, will be paid annually either by refund or credit to the member's bill, except that no refund or credit will be made if the member's bill is delinquent on the anniversary date of the deposit.

(b) Henderson Union may waive the required deposit if the member or applicant has an established reliable payment history with Henderson Union. If a deposit has been waived or returned and the member fails to maintain a satisfactory payment record, a deposit may then be required. Henderson Union may require a deposit in addition to the initial deposit if the member's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the member.

(c) If a deposit is held longer than 18 months, the deposit will be recalculated at the member's request based on the member's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential member or 10 percent for a non-residential member, Henderson Union may collect any underpayment and shall refund any overpayment by check or credit to the member's bill. No refund will be made if the member's bill is delinquent at the time of the recalculation.

(d) Interest will be paid on all sums held on deposit at the rate of 6 percent annually beginning on the date of deposit. The interest accrued shall be applied as a credit to the customer's bill or paid to the customer on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from date of deposit, the payment or credit shall be on a prorated basis. If

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interest is not credited to the member's bill or paid to the member annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the member's bill or paid to the member.

(e) Sign--in cases of sign lighting, if it is an established firm, no deposit of any nature will be required except membership fee.

11. DISTRIBUTION LINE EXTENSIONS

(1) Residential extensions. An extension of 1,000 feet or less of single phase line shall be made by Henderson Union from its existing distribution line without charge to a prospective member who shall apply for service to a permanent dwelling that is to be the principle place of residence. The Cooperative will extend up to an additional 500 feet without charge provided the member executes a minimum bill contract for a period of three (3) years for the cost of the additional extension. The "service drop" to customer premises from the distribution line at the last pole shall not be included in the foregoing measurements. (T)

(2) Other extensions.

(a) When an extension of Henderson Union's line to serve an applicant or group of applicants amounts to more than 1,500 feet per customer, Henderson Union shall require the total cost of the excessive footage over 1,500 feet per member to be deposited with Henderson Union by the applicant or applicants, based on the average estimated cost per foot of the total extensions. (T)

(b) Each member receiving service under such extension will be reimbursed under the following plan: Each year for a period of not less than ten (10) years, for which the purpose of this rule shall be the refund period, Henderson Union shall refund to the member or members who paid for the excessive footage the cost of 1,000 feet of the extension in place for each additional residence connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid Henderson Union. After the end of the ten (10) year refund period, no refund will be made.

(c) For additional members connected to an extension or lateral from the distribution line, the utility shall refund to any member who paid for excessive footage the cost of

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1,000 feet of line less the length of the lateral or extension.

(3) Real estate subdivisions. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year, for a period of not less than ten (10) years, Henderson Union shall refund to the applicant who paid for the extension a sum equivalent to the cost of 1,000 feet of the extension installed for each additional member connected during the year, but in no case shall the total amount refunded exceed the amount paid to Henderson Union.

(4) Indeterminate Services. Extensions of electric service for other than residential shall be provided under conditions that will not seriously jeopardize the objectives of Henderson Union of providing electric service for residential members. These prospective members are usually speculative in nature, such as barns, grains bins, wells, feed lots, farrowing houses, etc. Service to these members may be provided under the following conditions:

(a) Single-phase service shall be provided without contribution or contract if only a service drop is required.

(b) If a primary extension is required, the applicant, if a property owner, shall sign a minimum bill contract for a three-year period equal to the cost of the extension. No work is to be completed until contract is executed by applicant. Energy purchased under these special contracts will apply to the special monthly minimum.

(c) Non-property owners and businesses of a speculative nature shall pay the estimated cost of construction before work begins and will not be refunded.

(d) If a primary extension over 1,000 feet is required, the applicant, if a property owner, may request to sign a minimum bill contract for a ten-year period equal to the cost of the extension. The property owner shall also be required to allow Henderson Union to file a declining lien on the property for the cost of the construction. No work is to be completed until Henderson Union and applicant execute a contract and the lien is recorded. Energy purchased under these special contracts will apply to the special minimum on a month-by-month basis.

(5) Nothing contained herein shall be construed as to prohibit Henderson Union from making extensions under different arrangements provided such arrangements have been approved by the Public Service Commission.

(6) Nothing contained herein shall be construed as to prohibit Henderson Union from making

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at its expense greater extensions than herein prescribed, should its judgement so dictate, provided like free extensions are made to other members under similar conditions.

12. DISTRIBUTION LINE EXTENSIONS TO MOBILE HOMES

(1) All extensions of up to 150 feet from the nearest facility shall be made without charge.

(2) Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the member shall pay Henderson Union a "member advance for construction" of fifty dollars (\$50) in addition to any other charges required by the utility for all members. This advance shall be refunded at the end of one (1) year if the service to the mobile home continues for that length of time.

(3) For extensions greater than 300 feet and less than 1,000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus fifty dollars (\$50). Beyond 1,000 feet, the extension policies set forth in 807 KAR 5:041, Section 11 shall apply.

(a) This advance shall be refunded to the member over a four (4) year period in equal amounts for each year the service is continued.

(b) If the service is discontinued for a period of sixty (60) days, or should the mobile home be removed and another does not take its place within sixty (60) days, or be replaced by a permanent structure, the remainder of the advance shall be forfeited.

(c) No refunds shall be made to any member who did not make the advance originally.

13. RIGHT OF ACCESS

Henderson Union's identified employee shall at all reasonable hours have access to meters, service connections and other property owned by it and located on member's premises for purposes of installation, maintenance, meter reading, operation, replacement or removal of its property at the time service is to be terminated. Any employee of the utility whose duties require him to enter the member's premises shall wear a distinguishing uniform or other insignia, identifying him as an employee of Henderson Union, or show a badge or other identification which will identify him as an employee of the utility.

14. NOTICE OF TROUBLE

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Member shall give immediate notice at the office of Henderson Union of any interruptions, or irregularities, or unsatisfactory service, and of any defects known to member. Henderson Union may at any time it deems necessary, suspend supply of electrical energy to any member or members for the purpose of making repairs, changes, or improvements upon any part of its system. Henderson Union shall make reasonable notice of such discontinuance to member.

### 15. MEMBERS'S REQUEST FOR TERMINATION OF SERVICE

Any member desiring service terminated or changed from one address to another shall give the utility three (3) working days' notice in person, in writing, or by telephone provided such notice does not violate contractual obligations or tariff provision. The member shall not be responsible for charges for service beyond the three (3) day notice period if the member provides reasonable access to the meter during the notice period. If the member notifies the utility of his request for termination by telephone, the burden of proof is on the member to prove that service termination was requested if a dispute arises.

### 16. RECONNECTION CHARGES

Henderson Union will make no charge for connecting service to the members's premises for the initial installation of service, or to the member's premises if the service has been destroyed by fire. When service has been terminated, or service is transferred to a new member, Henderson Union's representative shall read the meter at such premises. A service charge of \$10.00 (ten dollars) will be made to new occupant for the reconnecting or transferring of such service. Service charge will be due and payable at time of connection or transfer, or upon notice of said charge. No meters shall be installed or reinstalled after working hours unless in the judgement of Henderson Union's manager there exist circumstances that will justify the additional expense. In these cases, a service charge of \$35.00 (thirty-five dollars) will apply.

### 17. RESALE OF POWER BY MEMBERS

All purchased electric service used on the premises of the member shall be supplied exclusively by Henderson Union and the member shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service of any part thereof.

### 18. SERVICE CHARGE

All service calls made by Henderson Union pertaining to the member's premises shall be charged at the rate of \$10.00 (ten dollars) per call during normal working hours.

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### 19. SERVICE CHARGE FOR TEMPORARY SERVICE

Member's requiring temporary service may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. Members will be billed for electric service as any other member during the connected period.

### 20. TEMPORARY SERVICE BOARD

Member's requesting a temporary service board for construction purposes will be required to pay a \$20.00 service charge before the temporary service board is installed. If the temporary service board is installed for a period longer than six (6) months, the member will be charged \$5.00 per month charge for each additional month up to a maximum of twelve months.

## METERS

### 21. METER TESTS

All new meters shall be checked for accuracy before installation. Henderson Union will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy and to conform with the regulations of the Public Service Commission. Henderson Union will make additional tests of meters at the request of the member upon payment of a \$10.00 fee, if the meter has been tested within the past eight years. If the meter has not been tested within the past eight years, there will be no charge for the meter test. When the test is made at the member's request shows the meter is accurate, within 2% slow or fast, no adjustment will be made to the members's bill and the fee paid will be forfeited to help cover cost of the requested test. When the test shows the meter to be in excess of 2% slow or fast appropriate adjustments will be made to the member's bill. Refunds will be made in accordance with Public Service Commission General Rules 807 KAR 5:006 Section 10(2). If the test shows the meter to be more than 2% fast the \$10.00 fee paid by the member shall be refunded.

### 22. FAILURE OF METER TO REGISTER OR METER TEST RESULTS ARE FAST OR SLOW

If test results on a member's meter show an average error greater than two percent (2%) fast or slow, or if a customer has been incorrectly billed for any other reason, except in an instance where Henderson Union has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a member, Henderson Union shall immediately determine the period during which the error has existed, and shall recompute and adjust the member's bill to either provide a refund to the member or collect an additional amount of revenue from the under billed member. Henderson Union shall readjust the account based upon the period during which the

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error is know to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the member. If that data is not available, the average usage of similar member loads shall be used for comparison purposes in calculating the time period. If the member and Henderson Union are unable to agree on an estimate of the time period during which the error existed, the Public Service commission shall determine the issue. In all instances of member over billing, the member's account shall be credited or the over billed amount refunded at the discretion of the member within thirty (30) days after final meter test results. Henderson Union shall not require member repayment of any under billing to be made over a period shorter than a period coextensive with the under billing.

### 23. DISCONTINUANCE OF SERVICE BY HENDERSON UNION EC

Henderson Union will discontinue or refuse service without notice to a member or an applicant when a dangerous condition is found to exist on the member's or applicant's premises. Henderson Union may refuse or discontinue service to an applicant or member, after proper notice for failure to comply with its rules and regulations, when a member or applicant refuses or neglects to provide reasonable access to the premises, for fraudulent or illegal use of service, or for nonpayment of bills. If discontinuance is for nonpayment of bills, the member shall be given at least ten (10) days written notice separate from the original bill, and cut-off shall be effected not less than twenty-seven (27) days after the mailing date of the original bill unless prior to discontinuance, a residential member presents to Henderson Union a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the member in writing of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance. The discontinuance of service by Henderson Union for any cause stated in this rule does not release the member of his obligation of all bills due. The termination date will not be affected by receipt of any subsequent bill.

The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular member or members are otherwise dictated by the terms of a special contract between the utility and member.

### 24. THREE PHASE SERVICE

Members are required to negotiate a contract for all three-phase service except as otherwise provided herein. Term of contract is determined by amount of investment required.

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### 25. ELECTRIC MOTORS

Any single-phase motor larger than 7 ½ horse power will not be permitted except by written permission of Henderson Union. Larger motors must be three phase.

### 26. PRIMARY METERING

At any time Henderson Union finds it more desirable, it may at its own option and expense (T) install primary metering equipment. The member will own and operate all facilities past the metering point. A discount of \$.50 per kW of Billing Demand will be applied to the monthly bill if consumer owns and maintains all facilities beyond meter.

### 27. EXTENSIONS TO UNDERGROUND SERVICE

Henderson Union will extend underground facilities to areas which physically and economically lend themselves to this type of service under the following terms and conditions which insure adequate service and safety to all persons engaged in the construction, maintenance, operations, or use of underground facilities and to the public in general. The terms and conditions also reflect and protect the rate payers who are served with overhead facilities from subsidizing those served with higher cost underground facilities and in general requires the reimbursement of the cost difference between overhead and underground facilities necessary to serve a given load requirement.

#### 1. Definitions

The following words and terms when used in these rules and regulations have the meaning indicated:

##### (a) Applicant

The developer, builder or other person, partnership, association, corporation or governmental agency applying for the installation of an underground electric distribution system.

##### (b) Building

A structure enclosed within exterior walls or fire walls, built, erected, and framed of component structural parts and designed for less than five (5) family occupancy.

##### (c) Multiple-Occupancy Building

A structure enclosed within exterior walls or fire walls, built, erected and framed of

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component structural parts and designed to contain five (5) or more individual dwelling units.

- (d) Plant, Store, Warehouse, Commercial, School, Church, Community Building, Industrial, etc.

A structure (or structures) other than residential occupancy where power is used for any type of service classification other than residential.

- (e) Distribution System

Electric service facilities consisting of primary and secondary conductors, transformers, and necessary accessories and appurtenances for the furnishings of electric power at utilization voltage.

- (f) Subdivisions

The tract of land which is divided into ten (10) or more lots for the construction of new residential buildings, or the land on which is constructed two (2) or more new multiple occupancy buildings.

- (g) Individual Service

Any service resulting in only one metering point on a permanent type building used as a residence.

- (h) Indeterminate Service

Includes service to mines, quarries, oil wells, industrial and commercial enterprises of speculative purposes, seasonal use of any type, real estate subdivision, development of property for sale, enterprises where the applicant will not be the user of service, where there is little or no demand for service, tenant house, seasonal cabins, rental property and to barns, wells, and other service where the amount of permanency of service cannot be reasonably assured.

- (i) Trenching & Backfilling

Opening and preparing the ditch for the installation of conductors including placing of raceways under roadways, driveways, or paved areas; providing a sand bedding below and above conductors when required; and backfill of trench to ground level. Minimum depth 48" primary, 4" secondary.

2. Rights-of-Way & Easements

- (a) Henderson Union shall construct, own, operate, and maintain distribution lines

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only along easements, public streets, roads, and highways which are legal right accessible to the utility's equipment and which the utility has the legal right to occupy, and on the public lands and private property across which rights-of-way and easements satisfactory to Henderson Union are provided without cost or condemnation by Henderson Union.

- (b) Obtaining easements and rights-of-way necessary to extend service is the responsibility of Henderson Union. Henderson Union shall not require a prospective customer to obtain easements or rights-of-way on property not owned by the prospective customer as a condition of providing service. The cost of obtaining easements or rights-of-way shall be included in the total per foot cost of an extension, and shall be apportioned among the utility and customer in accordance with the applicable extension regulation.
- (c) Rights-of-way and easements suitable to Henderson Union at the underground distribution facilities must be furnished by the Applicant in reasonable time to meet service requirements. The Applicant shall make the area in which the underground distribution facilities are to be located accessible to Henderson Union's equipment, remove all obstructions from such area, stake to show the property lines and final grade, and maintain clearing and grading during construction by Henderson Union. Suitable land rights shall be granted to Henderson Union obligating the Applicant and subsequent property owners to provide continuing access to the utility for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the utility's easement or substantial changes in grade or elevation thereof.
- (d) Where not feasible to trench under roads, highway, railroads, lakes, streams, etc., Henderson Union shall have the right to place this portion overhead with the granting of easements (at no cost to Henderson Union) for such overhead construction.

### 3. Installation of Underground Distribution System - Subdivisions

- (a) Where appropriate contractual arrangements have been made, Henderson Union shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgement, will assure that the property owner(s) will receive safe and adequate electric service for the foreseeable future.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 01 1998

DATE OF ISSUE November 18, 1997  
Month Day Year

DATE EFFECTIVE January 1, 1998  
Month Day Year

ISSUED BY John West  
John West

President & CEO  
Title

P. O. Box 18, Henderson, KY 42420  
Address

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

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## RULES AND REGULATIONS

- (b) All single phase conductors installed by the utility shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment and meter cabinets shall be placed above ground.
- (c) Multi-phase primary mains or feeders required within a subdivision to supply local distribution or to service individual multi-phase loads may be overhead unless underground is required by governmental authority or chosen by the Applicant, in either of which case the differential cost of underground shall be borne by the Applicant.
- (d) If the Applicant has complied with the requirements herein and has given Henderson Union not less than 10 days written notice prior to the anticipated date of the completion (i.e., ready for occupancy of the first building) in the subdivision, Henderson Union shall complete the installation 30 days prior to the estimated completion dates. (Subject to weather and ground conditions and availability of materials and barring extraordinary or emergency circumstances beyond the reasonable control of Henderson Union.) However, nothing in this policy shall be interpreted to require Henderson Union to extend service to portions of the subdivision not under active development.
- (e) A non-refundable payment shall be made by the Applicant equal to the difference between the cost of providing underground facilities and that of providing overhead facilities. The payment to be made by the Applicant shall be determined from the total footage of single-phase primary, secondary, and service conductor to be installed at an average per foot cost differential in accordance with the Average Cost Differential filed herewith as Exhibit "A", which Average Cost Differential shall be updated annually as required by order dated February 2, 1973 of the Public Service Commission of Kentucky in Administrative Case No. 146. (Three (3) wire secondary and service conductor runs shall be considered as one conductor, i.e., triplex). The average cost differential per foot, as stated, is representative of construction in soil free of rock, shale, or other impairments which are anticipated or encountered in construction, the actual increased cost of trenching and backfilling shall be borne by the Applicant.
- (f) The Applicant may be required to deposit the entire estimated cost of the extension. If this is done, the amount deposited in excess of the normal charge for the underground extensions, as provided in paragraph "e" above, shall be refunded to the applicant over a ten (10) year period as provided in 807 KAR 5:041 Section 3.

PUBLIC SERVICE COMMISSION  
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PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan Bue  
SECRETARY OF THE COMMISSION

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John West

President & CEO  
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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

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RULES AND REGULATIONS

- (g) The Applicant may be required to perform all necessary trenching and backfilling in accordance with Henderson Union's specifications. Henderson Union shall then credit the applicant's cost in an amount equal to Henderson Union's normal cost for trenching and backfilling.
- (h) Henderson Union shall furnish, install and maintain the service lateral to the Applicant's meter base except that the Applicant shall furnish and install proper size metal conduit from the meter base to two (2) feet below ground level. When conditions require it and at its discretion, Henderson Union will install twenty (20) foot section of proper size conduit (metal or PVC) from Applicant's below grade conduit termination, back toward source.

EXHIBIT "A"

INSTALLATION OF UNDERGROUND DISTRIBUTION SYSTEM-SUBDIVISIONS

Single Phase, Loop Feed

Estimated Cost per foot Underground \$6.60

Estimated Cost per foot Overhead \$3.20

Cost Differential per foot \$3.40

- (i) Plans for the location of all facilities to be installed shall be approved by Henderson Union and the Applicant prior to construction. Alterations in plans by the Applicant will require additional cost of installation or construction shall be at the sole expense of the Applicant.
- (j) Henderson Union shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY (k)  
EFFECTIVE

JAN 01 1998

The charges specified in these rules are based on the promise that each Applicant will cooperate with the utility in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.

PURSUANT TO 807 KAR 5:01(I)  
SECTION 9(1)

All electrical facilities shall be installed and constructed to comply with the rules

BY: Stephan D. Bue  
SECRETARY OF THE COMMISSION

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Month Day Year

ISSUED BY John West  
John West

President & CEO  
Title

P. O. Box 18, Henderson, KY 42420  
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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

P.S.C. No. 10

Original Sheet No. 15

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## RULES AND REGULATIONS

and regulations of the Public Service Commission, National Electric Safety Code, Henderson Union specifications, or other rules and regulations which may be applicable.

- (m) Service pedestals and method of installation shall be approved by Henderson Union prior to installation.
- (n) Henderson Union shall backfill only once and in the event of further settling or washing, the Applicant shall be responsible for all necessary additional backfilling.
- (o) An additional \$20.00 per linear trench foot shall be charged where extremely rocky conditions are encountered, such conditions being defined as limestone or other hard stratified material in a continuous volume of at least one cubic yard or more which cannot be removed using ordinary excavation equipment.
- (p) In the event of a grade change which results in Henderson Union reburying or setting deeper any underground facility to maintain safety limits, the entire cost of such reburying or relocation shall be borne by Applicant.
- (q) In unusual circumstances, when the application of these rules appears impracticable or unjust to either party, or discriminatory to other members, Henderson Union or Applicant shall refer the matter to the Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing construction.

### 4. Installation of Underground Facilities to Individual Service Delivery Points

- (a) Where primary and secondary conductors are involved, Henderson Union shall estimate the cost to provide adequate service both overhead and underground, and the Applicant shall pay such difference in cost as a non-refundable contribution prior to the commencement of such construction.
- (b) Where only secondary conductors are involved, Henderson Union shall install underground conductors as follows:

- 1. Where possible, Henderson Union will trench and backfill and install the secondary conductor, the Applicant shall pay three dollars and forty cents (\$3.40) per underground cable foot (pole to meter) prior to the commencement of such construction.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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PURSUANT TO 807 KAR 5.011,  
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BY: Stephan Bue  
SECRETARY OF THE COMMISSION

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ISSUED BY John West President & CEO P. O. Box 18, Henderson, KY 42420  
John West Title Address

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

P.S.C. No. 10

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## RULES AND REGULATIONS

### 5. Change from Overhead to Underground Facilities

Where an existing member requests underground facilities and is presently being served with adequate overhead facilities, then the entire cost of such change shall be borne by the Applicant as a non-refundable contribution prior to the commencement of such construction. The cost includes:

- (a) Labor, material, and overhead charges for the new installation, \$3.40 per underground cable foot. (Service only, pole to meter.)

### 6. Three Phase Requirements - Underground

Any member requiring three-phase loads which are to be served by URD cables shall be encouraged to install all three phase equipment rated for 120/208 or 277/480 volts. The transformer(s) are to be connected grd. wye - grd. wye to minimize the possibility of ferroresonance.

If the member insists on a voltage requiring a delta connected transformer, the member will be required to pay for the equipment required to avoid ferroresonance, such as (1) three phase OCB, (2) gang operated air break switch at riser pole, or (3) dummy loads.

### 28. BILLING

Notices of amounts due and payable are sent to members of Henderson Union using four cycle billing periods based on map location on member's account. Date of current billing, penalty, late notice, and disconnect are as follows:

<u>Billing Cycle</u>	<u>Billing Date</u>	<u>Penalty Date</u>	<u>Late Notice</u>	<u>Disconnect For Nonpayment</u>
1	1st	15th	20th	11 days after late notice date
2	8th	23rd	28th	11 days after late notice date
3	15th	30th	5th following month	11 days after late notice date
4	20th	5th following month	10th following month	11 days after late notice date

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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John West President & CEO P. O. Box 18, Henderson, KY 42420  
Title Address

**HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION**

For All Territory Served

P.S.C. No. 10

Original Sheet No. 17

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Sheet No.

**RULES AND REGULATIONS**

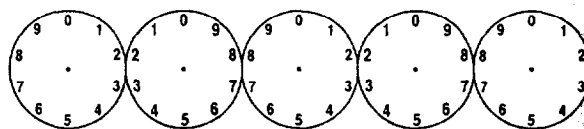
**BILL FORM**

HENDERSON UNION ELECTRIC COOPERATIVE  
6402 Old Corydon Rd., Post Office Box 18  
Henderson, KY 42420-0018



ACCOUNT NUMBER	METER NUMBER
----------------	--------------

**READ YOUR METER ON THE**



MARK EXACTLY AS APPEARS ON METER

--	--	--	--	--

DATE METER READ

I Am Voluntarily Adding \$ \_\_\_\_\_ To My Payment For WinterCare

DATE BILLED	DUE DATE	PAY THIS AMOUNT AFTER DUE DATE	PAY THIS AMOUNT ON OR BEFORE DUE DATE
-------------	----------	-----------------------------------	--

PLEASE RETURN ENTIRE BILL WHEN PAYING IN PERSON - PLEASE RETURN UPPER PORTION WHEN PAYING BY MAIL

SERVICE ADDRESS		ACCOUNT NUMBER			
		DUE DATE	PAY THIS AMOUNT AFTER DUE DATE	PAY THIS AMOUNT ON OR BEFORE DUE DATE	
SERVICE	READINGS FROM TO	METER NUMBER	MULT.	KWH USE	CHARGES

PUBLIC SERVICE COMMISSION  
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JAN 01 1998

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell

OFFICE / EMERGENCY NUMBERS: (502) 826-3991 (HENDERSON), (502) 965-3186 (MARTIN), TOLL FREE IN KY 1-800-844-HUEC  
OFFICE HOURS: MONDAY - FRIDAY 7:30 AM - 4:30 PM

DATE OF ISSUE November 18, 1997 DATE EFFECTIVE January 1, 1998  
Month Day Year Month Day Year  
ISSUED BY John West President & CEO P. O. Box 18, Henderson, KY 42420  
John West Title Address

For All Territory ServedP.S.C. No. 10Original Sheet No. 18Canceling P.S.C. KY No. 9

Sheet No. \_\_\_\_\_

**HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION****RULES AND REGULATIONS****BILL FORM - DEMAND METER INVOICE**HENDERSON UNION ELECTRIC COOPERATIVE  
6402 Old Corydon Rd., Post Office Box 18  
Henderson, KY 42420-0018PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 01 1998

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)BY: Stephan Bue  
SECRETARY OF THE COMMISSION

ACCOUNT NUMBER	METER NUMBER

**READ YOUR METER ON THE** XXXX

MARK EXACTLY AS APPEARS ON METER

2 200 

XX	XX	XX	XX	XX
XX	XX	XX	XX	XX

DATE METER READ

I Am Voluntarily Donating \$ \_\_\_\_\_ To My Payment For WinterCare

9/25/97	10/10/97	220.37	210.72
DATE BILLED	DUE DATE	PAY THIS AMOUNT AFTER DUE DATE	PAY THIS AMOUNT ON OR BEFORE DUE DATE

PLEASE RETURN ENTIRE BILL WHEN PAYING IN PERSON - PLEASE RETURN UPPER PORTION WHEN PAYING BY MAIL

SERVICE ADDRESS		2 ACCOUNT NUMBER → 1 08 016 008 02 4	
		DUE DATE	PAY THIS AMOUNT AFTER DUE DATE
		10/10/97	220.37
			210.72
SERVICE	READINGS FROM TO	METER NUMBER	MULT. KWH USE CHARGES

8/19 9/18 478 491 C 35954243 200 2600

**COMMERCIAL**

FACILITY CHARGE 24.55  
 DEMAND METER .043 X MULT 200 = KW DEMAND 8.600  
 KW DEMAND 8.600 X 3.50 = \$ 30.10  
 DEMAND CHARGES 30.10

KWH 1,720(KWH) X .0574540 = 98.82  
 880(KWH) X .0532863 = 46.89

KWH CHARGE 145.71  
 FUEL CREDIT 2600(KWH) X .001350480 -(FUEL RATE) 4.81CR  
 METER SURCHARGE CR 2600(KWH) X .000931540 -(E/S RATE) 2.55CR  
 3% SCHOOL TAX 5.79  
 6% KENTUCKY SALES TAX 11.93

 PLEASE PAY THIS AMOUNT BY 10/10/97 210.72  
 PLEASE PAY THIS AMOUNT AFTER 10/10/97 220.37

 OFFICE / EMERGENCY NUMBERS: (502) 826-3991 (HENDERSON), (502) 965-3186 (MARION), TOLL FREE IN KY 1-800-844-HUEC  
 OFFICE HOURS: MONDAY - FRIDAY 7:30 AM - 4:30 PM

 DATE OF ISSUE November 18, 1997  
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 DATE EFFECTIVE January 1, 1998  
 Month Day Year

 ISSUED BY John West  
 John West

 President & CEO P. O. Box 18, Henderson, KY 42420  
 Title Address

**HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION**

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**JAN 01 1998**

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY Stephen O. Bell  
**RULES AND REGULATIONS**

For All Territory Served

P.S.C. No. 10

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Sheet No.

**BILL FORM - LATE NOTICE/DISCONNECT NOTICE**

**HENDERSON UNION ELECTRIC COOPERATIVE**

**6402 Old Corydon Road**

**P.O. Box 18**

**Henderson, Kentucky 42420-0018**

PHONE (502) 826-3991 • TOLL FREE 1-800-844-HUEC  
OFFICE HOURS - 7:30 AM TO 4:30 PM MONDAY - FRIDAY

DATE SUBJECT  
TO DISCONNECT

DATE OF THIS NOTICE

DATE BILL WAS DUE

ACCOUNT NUMBER

SERVICE ADDRESS

AMOUNT DUE

**IMPORTANT NOTICE  
CONCERNING YOUR PAYMENT AND ELECTRIC SERVICE**

Dear Member:

Our records indicate that we had not received payment for your electric bill by its due date. If payment has been made prior to your receipt of this notice, we thank you and kindly ask that you disregard this notice. If you have not remitted your payment, please give this matter your immediate attention.

**NOTICE OF INTENT TO TERMINATE ELECTRIC SERVICE**

Unless we receive payment in full or alternative payment arrangements are made (see reverse side) within ten (10) days of this FINAL NOTICE, a serviceman will be dispatched to collect same and collect an additional service charge. In the event service is disconnected, electric service cannot be reconnected until all amounts including service charges and deposits are paid in full. This is in accordance with policy established by your Board of Directors. THIS IS YOUR FINAL NOTICE. Termination date shall not be affected by receipt of any subsequent bill.

See reverse side for  
additional information  
regarding disconnect  
procedure.

**IF YOU HAVE PAID YOUR BILL SINCE DUE DATE, PLEASE DISREGARD**

**PAST DUE  
NOTICE**

ACCOUNT NUMBER

TOTAL AMOUNT DELINQUENT

AMOUNT ENCLOSED

PLEASE MAKE CHECK  
OR MONEY ORDER  
PAYABLE TO:

**HENDERSON UNION  
ELECTRIC COOP**

PLEASE RETURN THIS STUB  
WITH YOUR REMITTANCE

**NOTICE OF CUSTOMER RIGHTS AND REMEDIES**

This notice gives pursuant to the regulations of the Kentucky Public Service Commission providing generally that:

1. Electric service shall not be terminated if payment is delivered within the specified time to either Henderson Union's offices located in Henderson, Manon and Dixon, Kentucky, or to any employee dispatched to disconnect service.
  2. Service to a residence will not be terminated when the customer and Henderson Union have negotiated a partial payment plan covering the payment of any delinquent amounts and the customer is meeting the requirements of the plan.
  3. A residential customer and Henderson Union may negotiate a budget payment providing for the payment of a fixed amount each month on a yearly basis in lieu of actual monthly billings.
  4. Local, state and federal programs are available which provide financial assistance in the payment of utility bills for those who may qualify for such assistance. Henderson Union will, upon request, make available a list of known assistance programs or you may call the Kentucky Association for Community Action, Inc. at 1-800-456-3452, or the Department of Human Resources Ombudsman at 1-800-372-2973.
  5. If an existing illness or infirmity of a resident of the affected residence (supported by written certificate of a physician, registered nurse, or public health officer) would be aggravated by the termination of electric service, termination shall not be effected until said resident can make other living arrangements, or until thirty (30) days have elapsed from the date Henderson Union gives written notice of possible programs offering financial assistance in the payment of utility bills.
  6. You have the right to dispute the reason for the service termination.
  7. You have the right to contact the Kentucky Public Service Commission concerning this notice: Telephone 1-800-772-4636
- IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE OR YOUR PAST-DUE BILL, OR IF YOU DESIRE FURTHER INFORMATION OR ASSISTANCE CONCERNING ANY OF THESE MATTERS OR YOUR RIGHTS, PLEASE VISIT OR CALL IMMEDIATELY ANY OF HENDERSON UNION'S THREE OFFICES NOTED BELOW.

MAIN OFFICE  
6402 Old Corydon Road  
P.O. Box 18  
Henderson, Kentucky 42420  
502-826-3991

MARION BRANCH  
703 Main Street  
P.O. Box 268  
Manon, Kentucky 42064  
502-965-3186  
TOLL FREE NUMBER: 1-800-844-4832

DIXON BRANCH  
Gardner-Polley, Ins.  
Court House Square  
Dixon, Kentucky 42409  
502-639-9123

DATE OF ISSUE November 18, 1997  
Month Day Year

DATE EFFECTIVE January 1, 1998  
Month Day Year

ISSUED BY John West  
John West

President & CEO P. O. Box 18, Henderson, KY 42420  
Title Address



HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

P.S.C. No. 10

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## RULES AND REGULATIONS

### 29. COLLECTION CHARGE

Should it become necessary for a representative of Henderson Union to call at the member's premises or other location for the purpose of collecting a delinquent account, a charge of \$10.00 will be made to the member's account for the extra service rendered, due and payable at such time delinquent account is collected. Henderson Union will charge a collection charge only once in any bill period. If service is discontinued for nonpayment, an additional charge of \$10.00 will be made for reconnecting service, due and payable at time of such reconnection.

### 30. RETURNED CHECK CHARGE

When a check is received in payment of a member's account and returned unpaid by a bank for any reason, such account, together with all others owed by the member shall be due and payable upon demand, and such member subject to discontinuance of service without further notice.

Henderson Union will assess a \$10.00 handling fee for any check that is returned to Henderson Union from the member's bank for insufficient funds or any reason for nonpayment.

### 31. SPECIAL METER READING CHARGE

All meters with demand devices are read by a representative of Henderson Union.

Henderson Union utilizes a one-card system which includes the bill and the meter card. The bill/meter card is mailed monthly to all other members. Upon failure of a member to return the meter reading card for three consecutive months, Henderson Union shall have its representative read the member's meter and a service charge of \$10.00 will be made for the extra service rendered. The service charge will be made to the member's account and will be due and payable upon notice of said charge. In the event that an error in meter reading should be made, then the member shall pay for that month an equal to approximately his average bill. The following month his bill shall be computed on the regular schedule prorated for two months, and the amount paid shall be credited.

### 32. MONITORING USAGE

The following procedure has been established for monitoring member usage so as to detect any unusual deviations in individual member usage and the reasons for such deviations:

- (a) The computerized billing system is programmed to automatically alert Henderson Union to any member provided monthly meter readings which would cause KWH usage to be

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EFFECTIVE

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Month Day Year

ISSUED BY

John West  
John West

President & CEO, P.O. Box 18, Henderson, KY 42420  
Address

BY: Stephan Bue  
SECRETARY OF THE COMMISSION

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

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**RULES AND REGULATIONS**

significantly higher or lower than usual. The criteria employed in the computer program to determine "high" usage is the current month's KWH usage is 200% higher than the prior month's usage. The "low" usage computer program criteria is when the current month's KWH usage is 50% less than the prior month's usage. Based on these criteria, a computer exception report is produced daily that identifies member's accounts which have significantly higher or lower KWH usage than in the previous month.

(b) The daily high/low exception report is reviewed by Henderson Union billing department personnel, wherein they consider the type of service, past KWH usage history, weather conditions, or other unique circumstances in trying to determine cause. If the cause for deviation cannot be determined from analysis of member's billing records, Henderson Union will contact customer by phone or in writing for additional verification of meter reading.

(c) Where the deviation is not other wise explained, Henderson Union will test the member's meter to determine proper registration as prescribed by regulations of Kentucky Public Service Commission. Henderson Union will notify the customer of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10(4) and (5). Henderson Union will use the same process to investigate usage deviations brought to its attention as a result of its ongoing meter reading programs or by member inquiry.

33. RATES

Member billing is prepared on basis of rates approved by the Board of Directors and the Public Service Commission.

34. DELINQUENTS

In case a delinquent bill is uncollected, and service disconnected by reason thereof, then payment may be required of all amounts due by such member before reconnection.

Classification of Members

35. SCHEDULE "A" - RESIDENTIAL (Single Phase- 50 KVA Installed Capacity or Less)

This rate shall apply to electric service to single family dwellings, residences, schools, churches, civic organizations and like member of a noncommercial nature.

36. SCHEDULE "B" - FARM, GOVERNMENT, OR COMMERCIAL (50 KVA INSTALLED CAPACITY OR LESS)

This rate shall apply to electric service accounts for commercial, farm and government members.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

EFFECTIVE

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ISSUED BY John West  
John West

President & CEO P.O. Box 18, Henderson, KY 42420

BY: Stephan Bue  
SECRETARY OF THE COMMISSION

Address

For All Territory Served

P.S.C. No. 10

Original Sheet No. 22

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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

RULES AND REGULATIONS

37. SCHEDULE "B-1" - FARM OR COMMERCIAL (51 TO 501 KVA INSTALLED CAPACITY)  
This rate shall apply to any farm, school, church, or commercial service located on or near three-phase service.
38. SCHEDULE "B-2" - GRAIN BIN (51 TO 500 KVA)  
This rate shall apply to any grain drying service.
39. SCHEDULE "LP-3" - (501 TO 2000 KW) Non-dedicated Delivery Point  
This rate shall apply for large power members contracting for a demand of 501 to 2000 KW.
40. SCHEDULE "LP-3 OFF-PEAK RATE RIDER - LARGE POWER (501 TO 2000 KW) Non-dedicated Delivery Point  
This rate shall apply for large power consumers contracting for a demand of 501 to 2000 KW.
41. SCHEDULE "LP-4" - LARGE POWER (Over 2000 KW)  
This rate shall apply for large power members contracting for a demand of not less than 2001.
42. SCHEDULE LI-1 - LARGE INDUSTRIAL  
This rate shall apply for large consumers contracting for service under terms and conditions set forth in the Large Industrial Customer Tariff of Big Rivers Electric Corporation.
43. SCHEDULE "SL" - STREET LIGHTS  
This rate shall apply to any member or organization within service area requiring "SL."
44. SCHEDULE "D" - SECURITY LAMP  
This rate shall apply to any member within the service area.
- 44a. COMMERCIAL/INDUSTRIAL EXTERIOR LIGHTING  
This rate shall apply to any member within the service area. (N)
45. TERMS OF PAYMENT  
Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate shall apply.
46. NO PREJUDICE OF RIGHTS  
Failure by Henderson Union to enforce any of the terms of this tariff shall not be deemed as a waiver of the right to do so.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 10 1999

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan B. Bell  
SECRETARY OF THE COMMISSION

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ISSUED BY Dean Stanley President & CEO P. O. Box 18, Henderson, KY 42420  
Dean Stanley Title Address

For All Territory Served

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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

## RULES AND REGULATIONS

### 47. FUEL ADJUSTMENT CHARGE

In case for any month the rate under which Seller (Henderson Union Electric Henderson Union) purchases power wholesale from its supplier (Big Rivers Electric Corporation) is adjusted in accordance with any present or future fuel cost or surcharge provided for in Seller's wholesale power contract or by order of the Public Service Commission, then the foregoing monthly energy charges shall be adjusted for each kilowatt hour sold by dividing the total dollar amount of such fuel and surcharge cost adjustment to Seller attributable to each class of service by the total number of kilowatt hours sold by Seller for such class of service for the billing month.

(The above Fuel Adjustment Charge is subject to the provisions of and may be amended from time to time to conform to 807 KAR 5:056 and to any adjustment if the fuel clause or other increments which may be made in Big Rivers Electric Corporation's fuel charges under 807 KAR 5:056 by the Public Service Commission.)

### 48. BUDGET BILLING

Henderson Union has a budget payment plan available for its residential members whereby a member may elect to pay a monthly amount for the budget year in lieu of monthly billings for actual usage. The monthly budget payment will be determined by Henderson Union based, under normal circumstances, on a minimum of one-twelfth of the estimated annual usage, subject to review and adjustment during the budget year. The normal budget year will be October through September with the settlement month in September. The following are the conditions of the Budget Billing contract:

The member's account may be adjusted through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last budget amount.

Any member being billed by budget payment contract agrees to all rules, regulations and policies as all other members receiving service from Henderson Union.

In addition to making the budget payment monthly, the member agrees to render a meter reading by the due date or if the account is estimated for three consecutive months, Henderson Union personnel will read the meter which will result in a \$10.00 meter reading fee being added to the bill.

If member fails to pay bills as rendered under the budget payment plan, Henderson Union reserves the right to revoke the plan, restore the member to regular billing and require immediate payment of any deficiency.

The member may cancel the budget payment plan by giving a 30-day notice or by disconnection of service. Upon termination of the contract, the final billing will be adjusted to actual usage.

PUBLIC SERVICE COMMISSION

OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE November 18, 1997  
Month Day Year

DATE EFFECTIVE January 1, 1998  
Month Day Year

ISSUED BY

John West  
John West

President & CEO

P. O. Box 18, Henderson, KY 42420

Address

BY: Stephan Bue

SECTION 9 (1)

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

P.S.C. No. 10

Original Sheet No. 24

Canceling P.S.C. KY No. 9

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## RULES AND REGULATIONS

Failure to receive a bill in no way exempts member from the provision of these TERMS AND CONDITIONS.

Fuel clause adjustments (+/-) are in addition to the minimum.  
Members's bill will be due within 10 days from date of bill.

### 49. ENERGY EMERGENCY CONTROL PROGRAM

Purpose -To provide a plan for reducing the consumption of electric energy on Henderson Union Electric Cooperative Corporation (Company) system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or from a request for load curtailment from our wholesale supplier or other sources of information.

For the purpose of this program, the following priority levels have been established:

- I. Essential Health and Safety Uses-as defined in Appendix A
- II. Residential Uses-as defined in Appendix B
- III. Commercial Uses-as defined in Appendix B
- IV. Industrial Uses-as defined in Appendix B
- V. Nonessential Uses-as defined in Appendix C

Procedures--In the event of a potential severe coal shortage, such as one resulting from a general coal strike the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. The "days' operation" referred to below will be furnished by the generation and transmission utility which supplied the wholesale power to the company. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation by the generation and transmission utility of the "days' operation" of remaining coal inventory.

- I. To be initiated when Big Rivers Electric Corporation's fuel supplies are decreased to 50 days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - 1) Curtail the use of energy in all company offices, plants, etc.
- II. To be initiated when Big Rivers Electric Corporation's fuel supplies are decreased to 40 days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - 1) Curtail electric energy consumption by members on interruptible contracts to a maximum number of hours of use per week as negotiated within the context to the contract provisions.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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PURSUANT TO 807 KAR 5011,  
SECTION 9(1)

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

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John West Title Address

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

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RULES AND REGULATIONS

- 2) Through use of the news media and direct member contact, appeal to all members, both retail and wholesale, to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the nonessential use of electricity (Priority Level V) by at least 5%.
  - 3) The Company shall advise members of the nature of the mandatory program to be introduced in Section III below through direct contact and mass media, and establish an effective means of answering specific member inquiries concerning the impact of the mandatory program on his electricity availability.
- III. To be initiated in the order indicated below when Big Rivers Electric Corporation's fuel supplies are decreased to 30 days' operation of coal-fired plants and continued downward trend in coal stocks is anticipated:
- 1) Implement mandatory curtailment of electric service to all members as indicated below:
    - (a) Priority Level V - 100%
    - (b) Priority Level IV-5% (based on the "monthly base period use" as defined in Appendix D)
    - (c) Priority Level II and Priority Level III-15%
  - 2) Utilize voltage reduction as a means of reducing KWH consumption if this is deemed a feasible and viable measure in the Company's service area.
  - 3) The Company shall advise all members of the mandatory program specified in Section IV below.
- IV. To be initiated when Big Rivers Electric Corporation's fuel supplies are decreased to 0 days' operation of coal-fired generation (at the daily burn rate resulting from the curtailments implemented in Section III, above) and continued downward trend in coal stock is anticipated.

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PURSUANT TO 807 KAR 5:011,  
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BY: Stephan Bue  
SECRETARY OF THE COMMISSION

- 1) Implement mandatory curtailment of electric service to all members as indicated below:
  - (a) Priority Level V-100%
  - (b) Priority Level IV-50% (an additional 5% of the original "monthly base period use" as defined in Appendix D).
  - (c) Priority Level II and Priority Level III 5%
  - (d) Priority Level I-10%

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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

## RULES AND REGULATIONS

- 2) The company shall advise all members of the mandatory program specified in Section V below.
- V. To be initiated when the Big Rivers Electric Corporation notifies the Company that fuels supplies are decreased to a level which will result in 60 days' operation remaining for Priority Levels I, II, and III, after the following curtailment has been implemented.
- 1) Implement mandatory curtailment of electric service to all priority levels (including Priority Level I) at a minimum service level which is not greater than that required for protection of human life and safety, protection of physical plant facilities, and employees' security.
- 2) The Company shall advise all members of the mandatory program specified in Section VI below.
- VI. To be initiated as a measure of last resort when Big Rivers Electric Corporation's fuel supplies are decreased to 15 days' operation of coal fired generation (at daily burn rate resulting from the curtailments implemented in Section V, above) and continued downward trend in coal stocks is anticipated:
- 1) Implement procedures for interruption of selected distribution circuits on rotational basis, while minimizing--to the extent practicable--interruption to Priority Level I.

With regard to mandatory curtailment identified in Sections III, IV, V, and VI above, the Company proposes to monitor compliance after the fact, to the extent feasible, as approved by the Commission. A member exceeding his electric energy allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's written notice, disconnection of electric service for the duration of the energy emergency.

Termination of Energy Emergency--The Energy Emergency Control Program shall be terminated upon notice of the Commission, when

- (a) the remaining days of operation of coal-fired generation is at least 0 days  
(b) coal deliveries have been resumed  
(c) there is reasonable assurance that the coal stocks are being restored to adequate levels.

PUBLIC SERVICE COMMISSION  
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JAN 01 1998

### APPENDIX "A" ESSENTIAL HEALTH AND SAFETY USES

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bue  
SECRETARY OF THE COMMISSION

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HENDERSON UNION ELECTRIC  
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## RULES AND REGULATIONS

Essential health and safety uses given special consideration in these procedures shall, insofar as the situation permits, include the following types of use and such other uses which the Commission may subsequently identify:

- (a) "Hospitals", which shall be limited to institutions providing medical care to patients.
- (b) "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- (c) "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of person. These uses shall include essential street, highway and signal-lighting services.
- (d) "Fire Station", which shall be limited to facilities housing mobile fire-fighting apparatus.
- (e) "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (f) "Water and Sewage Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (g) "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services.
- (h) "Other Energy Source Services", which shall be limited to essential uses required for the production, transportation, transmission and distribution--for fuel--of natural or manufactured gas, coal, oil or gasoline.
- (i) "Perishable Food or Medicine", which shall be limited to refrigeration for the storage and preservation of perishable food or medicine, when that use is substantially all of the member's load.

Although these types of uses will be given special consideration when implementing the manual load-shedding provision of this procedure, these members are encouraged to install emergency generation equipment if continuity of service is essential. In case of members supplied from two utility sources, only one source will be given special consideration. Also, any other member who, in their opinion, have critical equipment should install emergency generation equipment.

### APPENDIX "B"

#### RESIDENTIAL USES, COMMERCIAL USES, AND INDUSTRIAL USES

"Residential Uses", "Commercial Uses", and "Industrial Uses", shall be defined for purposes of this Energy Emergency Control Program to be the same as the "Residential", "Commercial" and "Industrial" classifications, respectively, in the rate schedules in the Electric Distribution Utility Company's tariff, with the exclusion of those uses defined as "Essential Health and Safety Uses" in Appendix A and those defined as "Nonessential Uses" in Appendix C.

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BY: Stephan Bue  
SECRETARY OF THE COMMISSION



HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served

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## RULES AND REGULATIONS

### APPENDIX "C" NONESSENTIAL USES

The following and similar types of uses of electric energy and others which the Commission may subsequently identify shall be considered nonessential for all members:

- (a) Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- (b) General interior lighting levels greater than minimum functional levels.
- (c) Show-window and display lighting.
- (d) Parking-lot lighting above minimum functional levels
- (e) Energy use greater than that necessary to maintain a temperature of not less than 78 degrees during operations of cooling equipment and not more than 65 degrees during operation of heating equipment.
- (f) Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- (g) Energy use greater than that which is the minimum required for lighting, heating or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

### APPENDIX "D" MONTHLY BASE PERIOD

"Monthly Base Period Use" is defined as the member's usage during the corresponding monthly billing cycle of the twelve monthly billing periods immediately prior to December 31 of the year immediately preceding the current year, adjusted to reflect any increases or decreases of load in the most recent three-month period due to the installation or removal of equipment or a change in operating rate as computed in the formula.

Upon application by the member and agreement by the Company, a one-time adjustment of the monthly energy use of the twelve-month billing period ending December 31 of the year immediately preceding the current year, or an adjustment of the prior three-month usage (PQKWH), will be made to correct any abnormalities of energy use resulting from such events as strikes and breakdowns of major equipment that may have occurred during the period in question. For members connected after December 31 of the year preceding the current year by one year, base period energy use will be negotiated between the member and the Company

$$\text{AMPB} = \frac{\text{CM} \times \text{PQ}}{\text{BPQ}}$$

PUBLIC SERVICE COMMISSION  
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WHERE:

AMPB = Adjusted Monthly Base Period (KW or KWH)

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For All Territory Served

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**RULES AND REGULATIONS**

CM = Corresponding month during the year immediately preceding the current year

PQ = Average use (KW or KWH) for the second, third and fourth monthly billing periods immediately prior to the date of the curtailment order. Should a curtailment be extended so that one of the three monthly billing periods reflects usage under a curtailment period, the actual billing for that month is replaced with the AMBP previously calculated or that month.

BPQ = Average of corresponding three monthly billings prior to CM.

Example: (Curtailment ordered during month of May 1981)

1st Curtailment Month

Since the April 1981 billing may not always be available, then for uniformity to all members--from the time curtailment is ordered until the May meter reading date

May '81 = (Jan., Feb., March) '81 x May '80  
(Jan., Feb., March) '80

2nd Curtailment Month

June '81 = (Feb., March, April) '81 x June '80  
(Feb., March, April) '80

3rd Curtailment Month

Since May '81 will reflect electric use under a curtailment, May '81 will be replaced with May '81 as calculated in the 1st curtailment Month:

July '81 = (March, April, May) '81 x July '80  
(March, April, May)

NOTE: The nomenclature for any one billing period is determined by the last reading date in the period, i.e., a bill from April to May is considered the May billing period.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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KENERGY CORP.

(FORMERLY HENDERSON UNION ELECTRIC  
COOPERATIVE CORP.'S TARIFF)

FOR ALL TERRITORY SERVED

Community, Town or City

PSC KY. NO. 7

Eighth Revised SHEET NO. 1

CANCELLING PSC NO. 7

Seventh Revised SHEET NO. 1

CLASSIFICATION OF SERVICE	
SCHEDULE "A" – RESIDENTIAL (Single Phase)	RATE PER UNIT
<u>AVAILABILITY</u>  This rate shall apply to electric service to single family dwellings, schools, churches, civic Organizations and like customers of noncommercial nature.  <u>MONTHLY RATE</u>  Customer Charge per delivery point..... \$7.91 (R) Energy Charge per kWh..... .056073  School Taxes added if applicable. Kentucky Sales Taxes to be added to bill if applicable.  <u>TYPE OF SERVICE</u>  Single phase with secondary voltages available in the vicinity or agreed by distributor.  <u>TERMS OF PAYMENT</u>  Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate shall apply.  <div>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE  SEP 02 2000  PURSUANT TO 807 KAR 50.11.</div>	

DATE OF ISSUE September 8, 2000

DATE EFFECTIVE September 2, 2000

BY: Stephen D. (Interim Rates Subject to Change)  
"SECRETARY OF THE COMMISSION"

ISSUED BY

Dean Stanley

TITLE

President and CEO

NAME OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-395.

KENERGY CORP.

(FORMERLY HENDERSON UNION ELECTRIC  
COOPERATIVE CORP.'S TARIFF)

ALL TERRITORY SERVED

Community, Town or City  
PSC KY. NO. 7

Original SHEET NO. 1A

CANCELLING PSC NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

CLASSIFICATION OF SERVICE

CONSOLIDATION CREDIT RIDER

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

RATE PER  
UNIT

Availability

In all territory served.

SEP 02 1999

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

Applicable

To all electric rate schedules except "LP-4" dedicated delivery point or 2,001 KW and above and smelter customers served under special contracts.

Consolidation Credit

The monthly billing amount computed under each of the rate schedules which this credit is applicable shall be reduced by 4% before application of the school tax, sales tax, landfill fee or other similar items.

Term

The base rates of the applicable rate schedules along with the consolidation credit rider will be in effect from September 2, 1999 until September 1, 2004, absent the incurrence of extraordinary circumstances or flow-through of changes in rates from wholesale supplier; provided, however, there will not be any adjustment in said rates or credit rider without prior approval of the Commission. The Commission reserves the right to adjust the consolidation credit rider at such future rate proceedings upon review of the results of the detailed cost-of-service study.

DATE OF ISSUE June 30, 2000 DATE EFFECTIVE September 2, 1999 until

September 1, 2004

ISSUED BY Dean Stanley TITLE President and CEO

NAME OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. 99-162.

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Seventh Revised SHEET NO. 2

CANCELING P.S.C. 7

Sixth Revised SHEET NO. 2

CLASSIFICATION OF SERVICE

SCHEDULE "A" - RESIDENTIAL (Single Phase)

Members 65 and older who have proved proof of age to cooperative will not be charged the five (5%) penalty on the current monthly bill at their primary residence. If payment is not received in thirty day period, five percent (5%) penalty will be applied.

The five percent (5%) penalty will be forgiven on one bill each calendar year on all customers in this class of service.

PUBLIC SERVICE COMMISSION  
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BY: Stefano Bell  
SECRETARY OF THE COMMISSION

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ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

KENERGY CORP.

(FORMERLY HENDERSON UNION ELECTRIC  
COOPERATIVE CORP.'S TARIFF)

FOR ALL TERRITORY SERVED  
Community, Town or City  
PSC KY. NO. 7

Eighth Revised SHEET NO. 3

CANCELLING PSC NO. 7

Seventh Revised SHEET NO. 3

CLASSIFICATION OF SERVICE

SCHEDULE "B" – FARM, GOVERNMENT OR COMMERCIAL (50 KVA OR LESS)

RATE PER  
UNIT

AVAILABILITY

This rate shall apply to electric service accounts for commercial, farm and government consumers.

MONTHLY RATE

(R) Customer Charge Single-Phase..... \$ 7.91  
Customer Charge Three-Phase..... \$18.00

(R) Energy Charge per KWH..... .056073

School Taxes added if applicable.  
Kentucky Sales Taxes to be added to bill if applicable.

TYPE OF SERVICE

- (1) An agreement for purchase of power shall be executed by the Consumer if three-phase service is requested and built.
- (2) A minimum bill will be imposed at a rate of 3% per month of total investment construction cost for extending this service for a period of three years, then the regular rate will apply.

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate will apply.

PUBLIC SERVICE COMMISSION  
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BY Stephen C. Bell  
CHIEF OF BUREAU

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(Interim Rates Subject to Change)

ISSUED BY

Dean Stanley  
NAME OF OFFICER

TITLE

President and CEO

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-395

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Seventh Revised SHEET NO. 4

CANCELING P.S.C. 7

Sixth Revised SHEET NO. 4

CLASSIFICATION OF SERVICE

(T)

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ISSUED BY Jo M. West TITLE President & CEO

Name of Officer

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FOR ALL TERRITORY SERVED

Community, Town or City

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KENERGY CORP.

(FORMERLY HENDERSON UNION ELECTRIC  
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CLASSIFICATION OF SERVICE	RATE PER UNIT
SCHEDULE "B-1" – FARM OR COMMERCIAL (51 TO 501 KVA)	
<p><u>AVAILABILITY</u></p> <p>This rate shall apply to any farm or commercial service located on or near three-phase service.</p> <p><u>MONTHLY RATE</u></p> <p>Customer Charge per delivery point..... \$25.00</p> <p>Demand Charge per KW..... \$3.50</p> <p>First 200 KWH/KW of Billing Demand..... .052920</p> <p>Next 200 KWH/KW of Billing Demand..... .04232</p> <p>Over 400 KWH/KW of Billing Demand..... .039200</p> <p>School Taxes added to bill if applicable.</p> <p>Kentucky Sales Taxes added to bill if applicable.</p> <p><u>PRIMARY SERVICE DISCOUNT</u></p> <p>If service is furnished at primary distribution voltage, a discount of \$.50 per KW of Billing Demand will be applied to the monthly bill. The Cooperative shall have the option of metering at primary or secondary voltage.</p> <p><u>TYPE OF SERVICE</u></p> <p>Single or three-phase service with secondary voltage available in the vicinity or agreed by distributor.</p>	

SEP 02 2000

PURSUANT TO 607 KAR 5.011,  
SECTION 6 (1)BY: Sharon Bull  
SECRETARY OF THE PSCDATE OF ISSUE September 8, 2000 DATE EFFECTIVE September 2, 2000

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Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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BY: Sharon O. Bell

SECRETARY OF THE COMMISSION

CLASSIFICATION OF SERVICE

For All Territory Served  
Community, Town or City

P.S.C. 7

Seventh Revised SHEET NO. 6

CANCELING P.S.C. 7

Sixth Revised SHEET NO. 6

SCHEDULE "B-1" - FARM OR COMMERCIAL (51 to 501 KVA)

CONDITIONS OF SERVICE

- (1) An "Agreement for Purchase of Power" shall be executed by the consumer if three-phase service is requested and built.
- (2) A minimum bill will be imposed at a rate of 3% per month of total investment construction cost for extending this service for a period of three years, then the regular rate will apply.
- (3) All wiring, pole lines, wires, and other electrical equipment beyond the metering point, exclusive of the service transformers and protective equipment, is considered the distribution system of the consumer and shall be furnished and maintained by the consumer.

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charge will be adjusted for average power factors lower than 90%. Such adjustment will be made by increasing demand 1.0% for each 1.0% by which the average power factor is less than 90% leading or lagging.

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate will apply.

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ISSUED BY John A. Baker TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
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P.S.C. 7

Seventh Revised SHEET NO. 7

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CLASSIFICATION OF SERVICE

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SECRETARY OF THE COMMISSION

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY *John M. Bell* TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)BY: Shirley D. Bue  
SECRETARY OF THE COMMISSIONFor All Territory Served  
Community, Town or CityP.S.C. 7Fourth Revised SHEET NO. 7.1CANCELING P.S.C. 7Third Revised SHEET NO. 7.1CLASSIFICATION OF SERVICESCHEDULE "B-2" - GRAIN BIN (51 to 500 KVA)AVAILABILITY

This rate shall apply to any grain drying service.

MONTHLY RATE

Customer charge per delivery point ..... \$18.00 (I)

Energy Charge per kWh ..... .0718000 (R)

School Taxes added to bill if applicable.

Sales Taxes added to bill if applicable.

TYPE OF SERVICE

Single or three-phase service with secondary voltage available in the vicinity or agreed by distributor.

CONDITIONS OF SERVICE

An "Agreement for Purchase of Power" shall be executed by all consumers requesting this rate. A minimum bill will be imposed at (1) A rate of 3% per month of the total investment construction cost for extending this service or (2) the regular customer charge whichever is greater, for a period of three years. After the three year period, the regular customer charge will apply.

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate will apply.

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998ISSUED BY John W. West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Fourth Revised SHEET NO. 7.2

CANCELING P.S.C. 7

Third Revised SHEET NO. 7.2

CLASSIFICATION OF SERVICE

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 207 KAR 5.011,  
SECTION 9 (1)  
BY: Sharon O. Bell  
SECRETARY OF THE COMMISSION

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Eighth Revised SHEET NO. 8

CANCELING P.S.C. 7

Seventh Revised SHEET NO. 8

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CLASSIFICATION OF SERVICE

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 207 KAR 5011,  
SECTION 9 (1)  
BY: Shelton O. Bell  
SECRETARY OF THE COMMISSION

---

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Ninth Revised SHEET NO. 9

CANCELING P.S.C. 7

Eighth Revised SHEET NO. 9

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CLASSIFICATION OF SERVICE

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 207 KAR 5011,  
SECTION 9(1)  
BY: Sharon Baw  
SECRETARY OF THE COMMISSION

---

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John Aker TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Ninth Revised SHEET NO. 10

CANCELING P.S.C. 7

Eighth Revised SHEET NO. 10

---

CLASSIFICATION OF SERVICE

---

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 607 KAR 5.011,  
SECTION 9 (1)

BY: Shirley B. Burt  
SECRETARY OF THE COMMISSION

---

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

KENERGY CORP.

(FORMERLY HENDERSON UNION  
ELECTRIC COOPERATIVE)

FOR ALL TERRITORY SERVED

Community, Town or City

PSC KY. NO. 7

Second Revised SHEET NO. 10.1

CANCELLING PSC NO. 7

First Revised SHEET NO. 10.1

**CLASSIFICATION OF SERVICE**

**Large Industrial Customers Served Under Special Contract for All Load  
Subject to the Big Rivers Large Industrial Customer Expansion Rate**

**RATE PER  
UNIT**

**Availability**

This rate shall apply to those power requirements of any large consumer with load subject to service under terms and conditions set forth in the Large Industrial Customer Expansion Rate of Big Rivers Electric Corporation. This rate shall cease to be available should Big Rivers Large Industrial Expansion Rate be discontinued.

**Conditions of Service**

Service hereunder shall be subject to the following conditions:

- 1) The consumer must execute a written contract for electric service, or amend an existing contract; and
- 2) The consumer's service characteristics must qualify all or some portion of the consumer's load for service under the Big Rivers Large Industrial Customer Expansion Tariff; and
- 3) It shall be the responsibility of the consumer to coordinate through the Cooperative or its authorized agent all transactions that the Cooperative must make on behalf of the customer pursuant to the Big Rivers Large Industrial Customer Expansion Tariff.

**Monthly Rate**

**A. Wholesale Power Cost:**

An amount equal to all the monthly charges levied by Big Rivers pursuant to the Big Rivers Large Industrial Customer Expansion Rate for wholesale electric service (including transmission service) hereunder.

**B. Retail Adders:**

Retail Adders shall be determined on a case-by-case basis for that portion of each consumer's load served under this tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUN 01 2000**

DATE OF ISSUE June 1, 2000

DATE EFFECTIVE June 1, 2000

PURSUANT TO 807 KAR 5011,

SECTION 1  
BY: Stephan B. Bay

SECRETARY OF THE COMMISSION

ISSUED BY Dean Stanley  
NAME OF OFFICER

TITLE President and CEO

ISSUED BY AUTHORITY OF PSC ORDER NO. \_\_\_\_\_



Form for Filing Rate Schedules

**HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION**

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 507 KAR 5011,  
SECTION 9(1)

BY: Stephen D. Bell  
SECRETARY OF THE COMMISSION

For All Territory Served  
Community, Town or City

P.S.C. 7

Eighth Revised SHEET NO. 11

CANCELING P.S.C. 7

Seventh Revised SHEET NO. 11

**CLASSIFICATION OF SERVICE**

**SCHEDULE "LP-3" - LARGE POWER (501 to 2000 KW) Non-dedicated Delivery**

**AVAILABILITY**

This rate shall apply for large power consumers contracting for a demand of 501 to 2000 KW.

**CONDITIONS OF SERVICE**

An "Agreement for Purchase of Power" shall be signed by the consumer for service under this rate.

**CHARACTER OF SERVICE**

Service shall be the 60 Hz, 3-phase, at voltage as mutually agreed by the seller and consumer.

**DETERMINATION OF BILLING DEMAND**

For all delivery points, the Billing Demand in kilowatts shall be the highest of: a.) The Member's maximum integrated fifteen-minute demand at such delivery point during each billing month, determined by meters which record at the end of each fifteen-minute period the integrated kilowatt demand during the preceding fifteen minutes; b.) the Contract Demand; or c.) 500 KW.

**POWER FACTOR ADJUSTMENT**

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charge will be adjusted for average power factor lower than 90%. Such adjustment will be made by increasing demand 1.0% for each 1.0% by which the average power factor is less than 90% leading or lagging.

**MINIMUM DEMAND CHARGE**

The minimum monthly demand charge shall be no less than the amount as specified in the "Agreement for Purchase of Power."

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

KENERGY CORP.  
(FORMERLY HENDERSON UNION ELECTRIC  
COOPERATIVE CORP.'S TARIFF)

FOR ALL TERRITORY SERVED  
Community, Town or City  
PSC KY. NO. 7  
Tenth Revised SHEET NO. 12  
CANCELLING PSC NO. 7  
Ninth Revised SHEET NO. 12

CLASSIFICATION OF SERVICE	
SCHEDULE "LP-3"-LARGE POWER (501 TO 2000 KW) NON-DEDICATED DELIVERY	RATE PER UNIT
<u>MONTHLY RATE</u>	
Option A - High Load Factor:	
Customer Charge	\$100.00
Plus Demand Charge of:	
First 500 KW of Billing Demand	\$ 8.75
Over 500 KW of Billing Demand	\$ 7.80
Plus Energy Charges of:	
First 200 KWH per KW, per KWH	3.10¢
Next 200 KWH per KW, per KWH	2.55¢
All Over 400 KWH per KW, per KWH	2.30¢
Primary Service Discount	\$ .50/KW
(N) Option B - Low Load Factor:	
(N) Customer Charge	\$100.00
(N) Plus Demand Charge of:	
per KW of Billing Demand	\$ 4.57
(N) Plus Energy Charges of:	
First 150 KWH per KW, per KWH	4.19¢
Over 150 KWH per KW, per KWH	3.85¢
Primary Service Discount	\$ .50/KW
PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE SEP 02 2000 PURSUANT TO 807 KAR 5011, SECTION 0 (1) BY: <u>Stanley D. Bue</u> ATTORNEY OF THE COMMISSION	

DATE OF ISSUE September 8, 2000 DATE EFFECTIVE September 2, 2000

(Interim Rates Subject to Change)

ISSUED BY Dean Stanley TITLE President and CEO  
NAME OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-395

KENERGY CORP.  
(FORMERLY HENDERSON UNION ELECTRIC  
COOPERATIVE CORP.'S TARIFF)

FOR ALL TERRITORY SERVED  
Community, Town or City  
PSC KY. NO. 7  
Tenth Revised SHEET NO. 13  
CANCELLING PSC NO. 7

Ninth Revised SHEET NO. 13

CLASSIFICATION OF SERVICE

SCHEDULE "LP-3" LARGE POWER (501 to 2000 KW) NON-DEDICATED DELIVERY

PRIMARY SERVICE DISCOUNT

If service is furnished at primary distribution voltage, a discount of \$.50 per kW of Billing Demand will be applied to the monthly bill. The Cooperative shall have the option of metering at primary or secondary voltage.

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate shall apply.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 2000

PURSUANT TO 807 KAR 5011,  
SECTION 8 (1)

BY: Stephen D. Bess  
SECRETARY OF THE COMMISSION

DATE OF ISSUE September 8, 2000 DATE EFFECTIVE September 2, 2000

(Interim Rates Subject to Change)

ISSUED BY Dean Stanley TITLE President and CEO  
NAME OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-395

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

For All Territory Served  
Community, Town or City

P.S.C. 7

JUL 18 1998

Fifth Revised SHEET NO. 13.1

PURSUANT TO 607 KAR 5.011,  
SECTION 9 (1)

CANCELING P.S.C. 7

BY Shawn O. Bell  
SECRETARY OF THE COMMISSION

Fourth Revised SHEET NO. 13.1

CLASSIFICATION OF SERVICE

SCHEDULE "LP-3 OFF-PEAK" Rate Rider - LARGE POWER (501 to 2000 KW)  
Non-dedicated Delivery

AVAILABILITY

This rate shall apply for large power consumers contracting for a demand of 501 to 2000 KW.

CONDITIONS OF SERVICE

- (1) An "Agreement for Purchase of Power" for a period of one year shall be signed by the consumer for service under this rate. The agreement will be automatically renewable on its anniversary date.
- (2) The LP-3 OP rider may be terminated by either the Cooperative or by the consumer with a thirty-day written notice.

CHARACTER OF SERVICE

Service shall be the 60 Hz, 3-phase, at voltage as mutually agreed by the seller and consumer.

DETERMINATION OF BILLING DEMAND

For all delivery points, the Billing Demand in kilowatts shall be the highest of: a.) The Member's maximum integrated fifteen-minute demand at such delivery point during each billing month, determined by meters which record at the end of each fifteen-minute period the integrated kilowatt demand during the preceding fifteen minutes; b.) the Contract Demand; or c.) 500 KW.

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY Shawn O. Bell TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

## Form for Filing Rate Schedules

For All Territory Served

Community, Town or City

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVEP.S.C. 7Fifth Revised SHEET NO. 13.2

JUL 18 1998

CANCELING P.S.C. 7PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)Fourth Revised SHEET NO. 13.2CLASSIFICATION OF SERVICESCHEDULE "LP-3 OFF PEAK RATE RIDER" - LARGE POWER (501 to 2000 KW)  
Non-dedicated Delivery

The Billing Demand as modified by this rider shall be the greater of the applicable percentages as listed below.

60% of any demand set between 8:00 a.m. & 5:00 p.m.  
110% of any demand set between 5:00 p.m. & 10:00 p.m.  
20% of any demand set between 10:00 p.m. & 5:00 a.m.  
110% of any demand set between 5:00 a.m. & 8:00 a.m.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charge will be adjusted for average power factor lower than 90%. Such adjustment will be made by increasing demand 1.% for each 1.% by which the average power factor is less than 90% leading or lagging.

MINIMUM DEMAND CHARGE

The minimum monthly demand charge shall be no less than the amount as specified in the "Agreement for Purchase of Power."

MONTHLY RATE

Customer charge per delivery point . . . . . \$100.00 (I)

## Demand Charge:

First 500 kW of Billing Demand, per KW . . . . . 8.75 (R)  
Over 500 kW of Billing Demand, per KW . . . . . 7.80 (R)

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John M. West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

## Form for Filing Rate Schedules

For All Territory Served  
Community, Town or CityHENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONP.S.C. 7Fourth Revised SHEET NO. 13.3CANCELING P.S.C. 7Third Revised SHEET NO. 13.3

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CLASSIFICATION OF SERVICE

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## SCHEDULE "LP-3 OFF PEAK RATE RIDER" - LARGE POWER (501 to 2000 KW)

---

Non-dedicated Delivery

---

First 200 kWh/kW of Billing Demand .....	.03100 (R)
Next 200 kWh/kW of Billing Demand .....	.02550 (R)
Over 400 kWh/kW of Billing Demand .....	.02300 (R)

School Taxes added to bill if applicable.

Kentucky Sales Taxes added to bill if applicable.

PRIMARY SERVICE DISCOUNT

(N)

If service is furnished at primary distribution voltage, a discount of \$.50 per kW of Billing Demand will be applied to the monthly bill. The Cooperative shall have the option of metering at primary or secondary voltage.

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate shall apply.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 207 KAR 5011,  
SECTION 9(1)  
BY: [Signature] SCU  
SECRETARY OF THE COMMISSIONDATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998ISSUED BY [Signature] TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 607 KAR 5.011,  
SECTION 9 (1)  
BY: Stephen O. Bui  
SECRETARY OF THE COMMISSION

For All Territory Served  
Community, Town or City

P.S.C. 7

Ninth Revised SHEET NO. 14

CANCELING P.S.C. 7

Eighth Revised SHEET NO. 14

CLASSIFICATION OF SERVICE

SCHEDULE "LP-4" - DEDICATED DELIVERY POINT OR 2,001 kW and ABOVE (N)

AVAILABILITY

This rate shall apply for: 1) large consumers contracting for demand of not less than 501 kW where service is provided through a dedicated substation connected to the 69 k. Transmission system of Big Rivers or other accessible system; 2) any large power consumer contracting for not less than 2001 kW.

CONDITIONS OF SERVICE

An "Agreement for Purchase of Power" shall be signed by the consumer for service under this rate.

CHARACTER OF SERVICE

Service shall be the 60 Hz, 3-phase, at voltage as mutually agreed by the Seller.

DETERMINATION OF BILLING DEMAND

For all delivery points, the Billing Demand in kilowatts shall be the highest of: a.) The Member's maximum integrated thirty-minute demand at such delivery point during each billing month, determined by meters which record at the end of each thirty-minute period the integrated kilowatt demand during the preceding thirty minutes; b.) the Contract Demand.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. Demand charge will be adjusted for average power factors lower than 90%. Such adjustment will be made by increasing demand 1.% for each 1.% by which the average power factor is less than 90% leading or lagging.

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

## Form for Filing Rate Schedules

For All Territory Served

Community, Town or City

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONP.S.C. 7Eighth Revised SHEET NO. 15CANCELING P.S.C. 7Seventh Revised SHEET NO. 15

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CLASSIFICATION OF SERVICE

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SCHEDULE "LP-4" - DEDICATED DELIVERY POINT OR 2,001 kW and ABOVE (N)

---

METERING

Electrical usage will be metered at the transmission voltage supplied or at the consumer's secondary voltage with a 1.% adder to the metered KWH to account for transformer losses, as determined by Seller.

MONTHLY RATE

Customer charge per delivery point .....	\$100.00	(N)
Demand Charge per KW of Billing Demand .....	10.15	(I)
Energy Charges:		
First 5,000,000 kWh, per kWh .....	0.0182750	(R)
Over 5,000,000 kWh, per kWh .....	0.0167750	(R)
Monthly Facilities Charge per Dollar of Investment\$	1.35%	(N)

School Taxes added to bill if applicable.

Kentucky Sales Taxes added to bill if applicable.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 207 KAR 5.011,  
SECTION 9(1)  
BY: Shirley O. Bell  
SECRETARY OF THE COMMISSIONDATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220



Form for Filing Rate Schedules

For All Territory Served  
Community, Town or City

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. 7

Ninth Revised SHEET NO. 16

CANCELING P.S.C. 7

Eighth Revised SHEET NO. 16

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CLASSIFICATION OF SERVICE

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SCHEDULE "LP-4" - DEDICATED DELIVERY POINT OR 2,001 kW and ABOVE (N)

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MINIMUM DEMAND CHARGE

The minimum demand charge shall be no less than the amount as specified in the "Agreement for Purchase of Power."

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate will apply.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 507 KAR 5.011,  
SECTION 9(1)  
BY: [Signature] Bull  
SECRETARY OF THE COMMISSION

---

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY [Signature] TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

FOR ALL TERRITORY SERVED  
Community, Town or City  
PSC KY. NO. 6

Original SHEET NO. 16A

CANCELLING PSC NO. 6

SHEET NO.

KENERGY CORP.  
(FORMERLY HENDERSON UNION RECC)  
HENDERSON, KENTUCKY

### CLASSIFICATION OF SERVICE

#### KENERGY CORP. PRICE CURTAILABLE SERVICE RIDER

RATE PER  
UNIT

a. Availability

This Rider is available for use in conjunction with Big Rivers' Voluntary Curtailable Service Rider – Schedule 11 for Curtailable Service offered by Kenergy Corp. to individual customers (CS Customers) capable of curtailing at least 1,000 kW of load upon request. This service rider excludes aluminum smelters served under separate power supply agreements.

b. Conditions of Service

- 1) Any request for curtailment under this Rider shall be made by Kenergy or Big Rivers acting as its agent. Each request for curtailment shall set forth the Terms of Curtailment in accordance with this Rider.
- 2) Each curtailment will be voluntary and the CS Customer may accept or decline the Terms of Curtailment.
- 3) Big Rivers, Kenergy and the CS Customer shall mutually agree upon the method which shall be used to provide notification of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The CS Customer is ultimately responsible for acting upon a curtailment notification.
- 4) Kenergy or Big Rivers acting as its agent will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment by a CS Customer, the load subject to those terms shall be curtailed with as little as one (1) hour of advance notification.
- 5) No responsibility or liability of any kind shall attach to or be incurred by Kenergy for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 06 2000

BY SECRETARY TO 807 KAR 5.011,  
SECTION 9(1)

DATE OF ISSUE April 15, 2000

DATE EFFECTIVE April 15, 2000

ISSUED BY Dean Stanley

TITLE President and CEO

NAME OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-116

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-116

FOR ALL TERRITORY SERVED  
Community, Town or City  
PSC KY. NO. 6

KENERGY CORP.  
(FORMERLY HENDERSON UNION RECC)  
HENDERSON, KENTUCKY

Original SHEET NO. 16C

CANCELLING PSC NO. 6

SHEET NO. \_\_\_\_\_

in the four hours prior to the hour immediately preceding the curtailment period, provided that Kenergy may use an average of the demands measured in any two or more of the four hours to provide a more representative estimate of the CS Customers' Hourly Curtailed Demands. The Curtailment Energy of each curtailment period shall be the sum of the Hourly Curtailed Demands.

### e. Terms of Curtailment

Kenergy or Big Rivers acting as its agent shall inform the CS Customer of a curtailment request in accordance with the agreed upon method of notification, at which time the Terms of Curtailment shall be defined. The Terms of Curtailment shall include the following:

- 1) The time at which each curtailment period shall begin is to be established by Big Rivers. At least one (1) hour advance notice of each request for curtailment shall be provided.
- 2) The requested curtailment duration in clock hours to be established by Big Rivers.
- 3) The Curtailment Price to be offered by Big Rivers and to be paid by Kenergy for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- 4) The CS Customer shall specify:
  - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
  - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Kenergy to the CS Customer.

**f. Curtailment Savings Payment**

The Curtailment Savings Payment for each curtailment period shall be the amount,

DATE OF ISSUE April 15, 2000

DATE EFFECTIVE April 8, 2000

ISSUED BY Dean Stanley

TITLE President and CEO BY SECTION 9 (1)

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-116

C SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 06 2000

PURSHAM, TOM  
April 8, 2000  
SECTION 9 (1)  
BY S/CEO  
nt and  
SECRETARY OF THE COMMISSION

FOR ALL TERRITORY SERVED  
Community, Town or City  
PSC KY. NO. 6

KENERGY CORP.  
(FORMERLY HENDERSON UNION RECC)  
HENDERSON, KENTUCKY

Original SHEET NO. 16D

CANCELLING PSC NO. 6

SHEET NO. \_\_\_\_\_

received by Kenergy on account of the CS Customer pursuant to Big Rivers' Voluntary Price Curtailable Service Rider.

g. Monthly Savings Payment

The Monthly Savings Payment shall be equal to the sum of the Curtailment Savings Payments for the calendar month, less any charges incurred by Kenergy for Excess Energy on account of the CS Customer. The Monthly Savings Payment will be paid directly to the CS Customer by check or billing credit upon receipt of same from Big Rivers pursuant to the Big Rivers Voluntary Price Curtailable Service Rider.

h. Charges For Excess Energy

For any CS Customer whose Curtailable Demand is equal to or greater than 5,000 kW, should the Hourly Curtailed Demand be less than 75% of the Curtailable Demand in any hour of the curtailment period, then the Excess Demand for that hour shall be the difference between the Hourly Curtailed Demand and 75% of the Curtailable Demand. There will be no Excess Demand for any CS Customer who's Curtailable Demand is less than 5,000 kW. Excess Energy is the sum of any hourly Excess Demands. Any Excess Energy recorded during a curtailment period shall be charged at 150% of the Curtailment Price, in addition to the charges contained in the standard applicable rate for electric service. For any CS Customer who's Hourly Curtailed Demand is less than 75% of their Curtailable Demand, Kenergy may not, at its discretion, allow such CS Customer to benefit from future curtailment opportunities.

i. Term

Contracts under this Rider may be made for an initial period of one (1) year and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next year of its intention to discontinue service under the terms of this Rider.

j. Special Terms and Conditions

CS Customer information, including, but not limited to, CS Curtailment Profiles, shall remain confidential.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 06 2000

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)  
BY: APR 16 2000  
SECRETARY OF THE COMMISSION

DATE OF ISSUE April 15, 2000

DATE EFFECTIVE APR 16 2000

ISSUED BY Dean Stanley  
NAME OF OFFICER

TITLE President and CEO

## Form for Filing Rate Schedules

For All Territory Served  
Community, Town or CityHENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVEP.S.C. 7

JUL 18 1998

Seventh Revised SHEET NO. 17CANCELING P.S.C. 7PURSUANT TO 407 KAR 5011,  
SECTION 9 (1)Sixth Revised SHEET NO. 17BY John West BillCLASSIFICATION OF SERVICESCHEDULE "SL" - STREET LIGHTSAVAILABILITY

This rate shall apply to any consumer or organization within service area requiring "SL".

MONTHLY RATE

Sodium or Mercury Vapor Lamp

8,000 Lumen .....	\$4.30 (R)
20,000 Lumen .....	\$8.10 (R)

CONDITIONS OF SERVICE

- (1) An agreement for purchase of street lights shall be executed by an authorized person responsible for the payment and collection of community street lighting.
- (2) Above rates include all materials, installation, and maintenance of equipment, or existing facilities, with exception of loss due to vandalism in which case the consumer shall pay all cost.
- (3) Installation of new lamps when construction of facilities is required will be based on distribution rules and regulations.

TERMS OF PAYMENT

Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate will apply.

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

KENERGY CORP.  
FORMERLY HENDERSON UNION ELECTRIC  
COOPERATIVE CORP.'S TARIFF)

FOR ALL TERRITORY SERVED

Community, Town or City

PSC KY. NO. 7

Eighth Revised SHEET NO. 18

CANCELLING PSC NO. 7

Seventh Revised SHEET NO. 18

### CLASSIFICATION OF SERVICE

WHOLESALE DISCOUNT ADJUSTMENT RIDER (WDAR)

RATE PER  
UNIT

(N) BILLINGS TO CUSTOMERS SERVED FROM NON-DEDICATED DELIVERY POINTS (1)

Billings computed pursuant to rate schedules to which this is applicable shall be decreased during each refund month by the following wholesale discount adjustment rider factor applied to each kilowatt hour sold:

$$\text{Wholesale Discount Adjustment Rider (WDAR)} = \frac{\text{RA (m)}}{\text{P (m)}}$$

Where RA is the monthly credit from the seller's wholesale power supplier for all non-dedicated delivery points for WDAR (reduced 48.59%) (plus any over/under recovery from the prior refund) and P is the total kWh purchased, less line losses equal to a twelve-month moving average not to exceed ten percent (10%). (m) period shall be the first month preceding the month in which the WDAR is refunded.

(N) BILLINGS TO CUSTOMERS SERVED FROM DEDICATED DELIVERY POINTS (NO LINE LOSSES TO SELLER) (2)

Billings computed pursuant to rate schedules or special contracts to which this WDAR is applicable shall be decreased during each month equal to the amount refunded to the seller for the customer's dedicated delivery point by the wholesale power supplier for WDAR.

(N) RATE APPLICATION

Rate schedule (1) above shall apply to Kenergy Corp. (formerly Henderson Union Electric Cooperative) rate schedules residential, farm, government or commercial (50 KVA or less), farm or commercial (51 - 501 KVA), grain bins, non-dedicated delivery (501 - 2000 KVA), off peak non-dedicated rate rider, security lamp, street lights, decorative area lighting, commercial exterior and rate schedule (2) above shall apply to rate schedules for dedicated delivery point and 2000 KW and above customers.

(N) TARIFF TERMINATION

This WDAR shall be terminated at the time Big River's WDAR is terminated.

DATE OF ISSUE September 8, 2000

DATE EFFECTIVE September 2, 2000

(Interim Rates Subject to Change)

ISSUED BY

*Dean Stanley*

TITLE

President and CEO

Name Of Officer

SEP 02 2000

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-395.

PURSUANT TO 807 KAR 6.011,  
SECTION 2 (1)

BY: *Shirley B. Bly*  
OFFICIAL OF THE PSC

**KENERGY CORP.**

(FORMERLY HENDERSON UNION ELECTRIC COOPERATIVE CORP.'S TARIFF)

Eighth Revised SHEET NO. 19

CANCELLING PSC NO. 7

Seventh Revised SHEET NO. 19

CLASSIFICATION OF SERVICE		RATE PER
SCHEDULE "D" – SECURITY LAMP		UNIT
<u>AVAILABILITY</u>		
This rate shall apply to any consumer within the service area.		
<u>MONTHLY RATE</u>		
Sodium or Mercury Vapor Lamp		
	8,000 Lumen .....	\$6.95
(R)	20,000 Lumen.....	\$9.69
<u>CONDITIONS OF SERVICE</u>		
(1) Above rates include all materials, installation and maintenance of equipment existing facilities, with exception of loss due to vandalism in which case the consumer shall pay all cost.		
(2) Installation of new lamps when construction of facilities is required will be based on distribution rules and regulations.		
<u>TERMS OF PAYMENT</u>		
Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate will apply.		
		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
		SEP 02 2000

DATE OF ISSUE September 8, 2000

DATE EFFECTIVE September 2, 2000

(Interim Rates Subject to Change)

ISSUED BY

**TITLE**

President and CEO

ISSUED BY AUTHORITY OF PSC ORDER NO. 2000-395



FOR ALL TERRITORY SERVED

Community, Town or City

PSC KY. NO. 7

KENERGY CORP.

(FORMERLY HENDERSON UNION EC)

First Revised SHEET NO. 19.1CANCELLING PSC NO. 7Original SHEET NO. 19.1

## CLASSIFICATION OF SERVICE

## COMMERCIAL/INDUSTRIAL EXTERIOR LIGHTING

RATE PER  
UNITAPPLICABLE

Service area in Henderson, Union, Webster, Crittenden, Caldwell, Lyon and Hopkins counties.

AVAILABILITY OF SERVICE

To any customer within the service area and subject to established Rules and Regulations of the Corporation.

RATE PER MONTHAPPROXIMATE INITIAL LAMP LUMENSFlood Lighting Fixture

High Pressure Sodium - per lamp	28,000	\$ 8.73
High Pressure Sodium - per lamp	61,000	\$ 11.06
High Pressure Sodium - per lamp	140,000	\$ 23.60
Metal Halide - per lamp	19,500	\$ 8.36
Metal Halide - per lamp	32,000	\$ 11.03
Metal Halide - per lamp	107,000	\$ 22.97

Contemporary (Shoebox) Lighting Fixture

High Pressure Sodium - per lamp	28,000	\$ 9.97
High Pressure Sodium - per lamp	61,000	\$ 12.38
High Pressure Sodium - per lamp	140,000	\$ 25.66
Metal Halide - per lamp	19,500	\$ 9.62
Metal Halide - per lamp	32,000	\$ 12.14
Metal Halide - per lamp	107,000	\$ 24.82

Decorative Lighting Fixtures

Acron Globe Metal Halide - per lamp	9,000	\$ 9.39
Acron Globe Metal Halide - per lamp	16,600	\$ 11.40
Round Globe Metal Halide - per lamp	9,000	\$ 9.20
Round Globe Metal Halide - per lamp	16,600	\$ 10.52
Lantern Globe Metal Halide - per lamp	16,600	\$ 7.98

Pedestal Mounted Pole

Steel, 25 ft. - per pole	\$ 5.52
Steel, 30 ft. - per pole	\$ 6.22
Steel, 39 ft. - per pole	\$ 10.45

PURSUANT TO 807 KAR 50.11.

MAY 05 2000

SECTION 9 (1)

DATE OF ISSUE April 4, 2000 DATE EFFECTIVE May 5, 2000ISSUED BY Dean S. Faulkner TITLE President and CEO  
NAME OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. \_\_\_\_\_

FOR ALL TERRITORY SERVED

Community, Town or City

PSC KY. NO. 7

KENERGY CORP.

(FORMERLY HENDERSON UNION EC)

First Revised SHEET NO. 19.2CANCELLING PSC NO. 7Original SHEET NO. 19.2

## CLASSIFICATION OF SERVICE

## COMMERCIAL/INDUSTRIAL EXTERIOR LIGHTING

RATE PER  
UNIT**Direct Burial Pole**

Wood, 30 ft. - per pole

\$ 6.55

Aluminum, 28 ft. - per pole

\$ 7.11

Square Fiberglass, 20 ft. - per pole

\$ 5.06

Square Fiberglass, 25 ft. - per pole

\$ 5.93

Square Fiberglass, 30 ft. - per pole

\$ 6.95

Fluted Fiberglass, 9 ft. - per pole

\$ 7.17

Fluted Fiberglass, 15 ft. - per pole

\$ 7.60

**TAXES**

There shall be added to each applicable customer's bill the Utility Gross Receipts License Tax for Schools (KRS 160.617) and the Kentucky Sales Tax (KRS 139.210).

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 05 2000

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY: Stephan D. Bess  
SECRETARY OF THE COMMISSION

DATE OF ISSUE April 4, 2000 DATE EFFECTIVE May 5, 2000ISSUED BY Dean Stanley TITLE President and CEO  
NAME OF OFFICER

ISSUED BY AUTHORITY OF PSC ORDER NO. \_\_\_\_\_

Form for Filing Rate Schedules

For All Territory Served  
Community, Town or City

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. 7

Seventh Revised SHEET NO. 20

CANCELING P.S.C. 7

Sixth Revised SHEET NO. 20

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CLASSIFICATION OF SERVICE

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SMELTER CUSTOMERS SERVED UNDER SPECIAL CONTRACTS

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(T)

The Henderson Union Electric Cooperative Smelter Tariff for service to Alcan Aluminum Corporation shall consist of Schedule A to the Agreement for Electric Service between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation dated July 15, 1998, which Schedule A is hereby incorporated by reference as though fully set out herein. Alcan Aluminum Corporation shall be obligated to pay in accordance with the rates, charges and other terms and conditions set forth in said Schedule A including the applicable retail adder.

(T)

Notwithstanding any provision to the contrary contained in the attached Schedule A to the Agreement for Electric Service, Alcan may be obligated to pay to Henderson Union a transmission surcharge if necessary to recover a portion of any unforeseen increases in Big Rivers' transmission costs due to the Smelters' load, as set forth in the commission's Order dated July 14, 1998, in Case No. 98-267.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 18 1998

PURSUANT TO 407 KAR 5.011,  
SECTION 9(1)  
BY: STEWART BULL  
SECRETARY OF THE COMMISSION

---

DATE OF ISSUE August 24, 1998 DATE EFFECTIVE July 18, 1998

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 24 1999

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)  
BY: Stephan B. Bell  
SECRETARY OF THE COMMISSIONFor All Territory Served  
Community, Town or CityP.S.C. 7Fifth Revised SHEET NO. 21CANCELING P.S.C. 7Fourth Revised SHEET NO. 21

## CLASSIFICATION OF SERVICE

RESTITUTION ADJUSTMENT

(N)

(1) Billings to Customers Served From Non-Dedicated Delivery Points

Billings computed pursuant to rate schedules to which this restitution adjustment is applicable shall be decreased during each refund month by the following restitution adjustment factor applied to each kilowatt hour sold:

$$\text{Restitution Adjustment Factor} = \frac{RA(m)}{P(m)}$$

Where RA is the monthly credit from the seller's wholesale power supplier for all non-dedicated delivery points for restitution adjustment (plus any over/under recovery from the prior refund) and P is the total KWH purchased, less line losses equal to a twelve-month moving average not to exceed ten percent (10%). (M) period shall be the first month preceding the month in which the restitution adjustment is refunded.

(2) Billings to Customers served from Dedicated Delivery Points (No Line Losses to Seller)

Billings computed pursuant to rate schedules or special contracts to which this restitution adjustment is applicable shall be decreased during each month equal to the amount refunded to the seller for the customer's dedicated delivery point by the wholesale power supplier for restitution adjustment.

(3) Rate Application

Rate schedule (1) above shall apply to Henderson Union Electric Cooperative rate schedules "A-Residentials", "B-Farm, Government or Commercial(50 KVA or Less)", "B-1 Farm or Commercial(51 to 501 KVA)", "B-2 -"Grain Bin", LP-3 Non-dedicated Delivery", "LP-3 Off Peak Non-dedicated Rate Rider", SL-Street Lights", "D-Security Lamp", and rate schedule (2) above shall apply to Henderson Union Electric Cooperative rate schedules "LP-4 Dedicated Delivery Point" and SMELTER CUSTOMERS.

(4) Tariff Termination

The restitution adjustment tariff shall be terminated at the time that all restitution adjustment amounts received from the seller's wholesale power supplier have been appropriately flowed through to seller's customers and a detailed accounting has been provided to and approved by the Public Service commission.

DATE OF ISSUE June 7, 1999 DATE EFFECTIVE May 24, 1999ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 98-427Dated May 24, 1999

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Fourth Revised SHEET NO. 22

CANCELING P.S.C. 7

Third Revised SHEET NO. 22

CLASSIFICATION OF SERVICE

(T)

"THIS PAGE RESERVED FOR FUTURE USE"

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

by: Stephan Bui  
COMMISSION

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Dated August 29, 1997

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONFor All Territory Served  
Community, Town or CityP.S.C. 7Third Revised SHEET NO. 23CANCELING P.S.C. 7Second Revised SHEET NO. 23

## CLASSIFICATION OF SERVICE

## SMELTER CUSTOMER SERVED UNDER SPECIAL CONTRACT

## AVAILABILITY

(T)

This tariff applies for sales and deliveries of electric power and energy to Alcan for use at the primary aluminum smelter located in Sebree, Kentucky.

## TERMS OF THE RATE

(T)

This rate shall have the same term as and shall be effective concurrent with the Big Rivers Henderson Union Smelter Rate (BREC Smelter rate) attached herein.

## CONDITIONS OF SERVICE

(T)

1. It shall be the responsibility of Alcan to coordinate through HUEC or its authorized agent all transactions that HUEC must make on behalf of Alcan pursuant to the BREC Smelter rate.
2. All other conditions of service shall be governed by the Contract between HUEC and Alcan

## RATES

The rates to Alcan shall be the sum or the following:

- a). All cost incurred by HUEC pursuant to the rates, terms and conditions of the BREC Smelter rate for the supply and/or delivery of electric power and energy to or for Alcan; plus

- b.) \$.0001 per kilowatt hour delivered, per month.  
School Taxes added if applicable.  
Kentucky Sales Taxes to be added to bill if applicable.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

(T)

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Stephan D. Bell  
SECRETARY OF THE COMMISSIONDATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220  
Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Third Revised SHEET NO. 24

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Second Revised SHEET NO. 24

## CLASSIFICATION OF SERVICE

## SMELTER CUSTOMER SERVED UNDER SPECIAL CONTRACT

5. INTERIM BIG RIVERS HENDERSON UNION SMELTER RATE (T)a. AVAILABILITY:

This tariff applies to Henderson Union Electric Cooperative Corporation ("HU") for sales to Alcan Aluminum Corporation ("Alcan") for use at the Alcan primary aluminum smelter located in Sebree, Kentucky. The maximum demand associated with Tier 1 and Tier 2 Energy hereunder shall be 233,000 kilowatts.

b. TERM OF THE RATE:

This tariff shall take effect at 12:01 a.m. on September 2, 1997 and shall terminate at the earlier of midnight August 31, 1998 or the Closing Date of the transaction between Big Rivers and LG&E Energy Corp. ("LEC") and its affiliates. This tariff shall remain in effect during the entire term hereof.

c. RATES:PUBLIC SERVICE COMMISSION<sup>(1)</sup>  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)BY: Stephan Bue  
SECRETARY, PUBLIC SERVICE COMMISSION

The Tier 1 Energy Rate and the Tier 2 Energy Rate as set forth in Sections 5.c.(2) and (3), are the rates inclusive of all expenses of providing an aggregate 233,000 kilowatts of firm electric service at a 98% load factor for total Tier 1 and Tier 2 kilowatt hours each month equal to 5,480,160 kWh multiplied by the number of days in that month. Accordingly, no separate demand charge is applicable to electric service under Tier 1 or Tier 2.

Expenses covered in the Tier 1 and Tier 2 Energy Rates include, but are not

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997  
(Interim rates subject to change)ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONFor All Territory Served  
Community, Town or CityP.S.C. 7Third Revised SHEET NO. 25CANCELING P.S.C. 7Second Revised SHEET NO. 25

## CLASSIFICATION OF SERVICE

limited to the fixed, semi-variable, and variable costs of owning, operating, or acquiring all facilities necessary for the generation and associated transmission and distribution of the quantities of energy set forth in this Section 5.c. The semi-variable and variable expenses include, but are not limited to, all fuel and non-fuel operational, maintenance and environmental expenses associated with producing and/or acquiring and transmitting and distributing energy, including the cost of all associated administrative and ancillary services.

(2) Tier 1 Energy Rate:

The Tier 1 Energy Rate for firm power is \$0.0307 per kWh.

(3) Tier 2 Energy Rate:

The Tier 2 Energy Rate for firm power is \$0.02098 per kWh.

(4) (a) Tier 3 Energy Rate:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: Stephan D. Bue  
SECRETARY OF THE COMMISSION

The Tier 3 Energy Rate for firm power shall be \$0.0192 per kWh, plus a 2% factor for system losses supplied by Big Rivers to HU for a total rate, excluding transmission, of \$0.01958 per kWh.

(b) Tier 3 Transmission Rate:

The Tier 3 Transmission Rate applicable to all transmission services provided by or through Big Rivers with respect to Tier 3 energy, shall be fixed at \$0.98 per Kilowatt per month of Tier 3

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997



HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONP.S.C. 7Third Revised SHEET NO. 26CANCELING P.S.C. 7Second Revised SHEET NO. 26

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CLASSIFICATION OF SERVICE

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Demand.

(c) Tier 3 Ancillary Services Rate:

Ancillary services shall not be separately charged by Big Rivers during this interim period, but instead shall be supplied to HU and bundled as part of the power sales rate from Big Rivers to HU as set forth in Section 5.c.4(a).

d. CHARGES:(1) Definitions

The Minimum Purchase Obligation in each month shall be the amount calculated by multiplying 2,304,960 kWh by the number of days in the billing month. The Tier 2 Purchase Allowance in each month shall be the difference between the Minimum Purchase Obligation and the amount calculated by multiplying 5,480,160 kWh by the number of days in the billing month. The Tier 3 Demand shall be determined as the metered maximum demand in each month less 233,000 kilowatts, but not less than zero.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION(2) Tier 1

Each calendar month, HU shall pay a Tier 1 Energy Charge that shall be the sum of (i) the rate set forth in Section 5.c.(2) of this Interim Tariff multiplied by the number of kilowatt hours purchased by HU for resale to Alcan, but no more than the amount of the Minimum Purchase Obligation, and (ii) a rate of \$0.0135 per kWh multiplied by the number of kilowatt hours, if any, by which

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997  
(Interim rates subject to change)ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Third Revised SHEET NO. 27

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Second Revised SHEET NO. 27

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**CLASSIFICATION OF SERVICE**

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the Minimum Purchase obligation exceeds the actual number of kilowatt hours purchased by Alcan for consumption or resale in such month. Payment of the Tier 1 Energy Charge is the only take-or-pay obligation of HU to Big Rivers.

At its sole discretion, HU may purchase on behalf of Alcan all or any portion, up to a maximum demand of 98,000 kilowatts, of the Minimum Purchase Obligation for resale to third-party consumers, utilities, power marketers, power brokers, or any other party to which power can be legally sold at times and under terms and conditions determined by Alcan, provided that the resale by HU of such Tier 1 energy shall not preclude Alcan from purchasing and consuming Tier 2 energy, and provided further that HU shall arrange for transmission service and associated ancillary services for this power to be resold, subject to its availability on Big Rivers' OASIS, at HU's or the purchaser's expense, from Big Rivers, at rates as they are then in effect according to the type and amount of transmission and ancillary services used on Big Rivers' transmission system to accomplish this sale for resale. In the event of a shutdown of the Sebree Smelter of at least 30 days' duration, to the extent transmission and ancillary services charges are incurred by HU on Big Rivers' transmission system to effect this resale of Tier 1 energy, this amount shall be credited against the amount owed for the Minimum Purchase Obligation. In all other circumstances, HU shall be required to pay Big Rivers separately for all such transmission and ancillary services associated with the resale of Tier 1 Energy as set forth above.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Stephan D. Bell  
SECRETARY OF THE COMMISSIONDATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Third Revised SHEET NO. 28

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Second Revised SHEET NO. 28

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**CLASSIFICATION OF SERVICE**

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(3) Tier 2

Each calendar month, HU shall pay a Tier 2 Energy Charge computed by multiplying the applicable rate set forth in Section 5.c.(3) of this Tariff by the number of kilowatt hours consumed by Alcan under the Tier 2 Purchase Allowance.

(4) Tier 3

Each calendar month HU shall pay a Tier 3 Energy Charge computed by multiplying the applicable Tier 3 Energy Rate set forth in Section 5.c.(4)(a) of this tariff by the number of kilowatt hours consumed by Alcan in excess of the amount calculated by multiplying 5,480,160 kWh by the number of days in the billing month, plus a separate Tier 3 Transmission Charge computed by multiplying the Tier 3 Transmission Rate set forth in Section 5.c.4(b) of this Interim Tariff by the Tier 3 Demand.

e. (1) NO ADJUSTMENTS FOR LEGISLATION, REGULATORY OR LEGAL ACTION:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

The Rates under this Interim Tariff are fixed during the applicable period.

SEP 02 1997

(2) NO ADJUSTMENTS FOR FUEL PURCHASES:

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

The Rates under this Interim Tariff shall not be increased or decreased by any adjustment for the cost of fuel, whether under 807 KAR 5:056 or otherwise.

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Stephan O. Bell  
SECRETARY OF THE COMMISSIONFor All Territory Served  
Community, Town or City

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Third Revised SHEET NO. 29

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Second Revised SHEET NO. 29

## CLASSIFICATION OF SERVICE

(3) NO ADJUSTMENT FOR ENVIRONMENTAL SURCHARGE:

The Rates under this Interim Tariff shall not be increased or decreased by any adjustment for an environmental surcharge, whether under KRS 278.183, or otherwise.

f. BILLING

Big Rivers shall bill HU on the first working day after the 13<sup>th</sup> of the month for the previous month's service hereunder. HU shall pay Big Rivers in immediately payable funds on or before the first working day after the 24<sup>th</sup> of the month. If HU shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to HU of its intention to do so. Such discontinuance for non-payment shall not in any way affect the obligation of HU to pay the Minimum Purchase Obligation or the right of HU on behalf of Alcan to resell Tier 1 Energy, provided that any such purchases of the Minimum Purchase Obligation for resale must be paid for in immediately payable funds in advance by HU on behalf of Alcan.

BILLING FORM:

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420

TO HENDERSON-UNION	MONTH ENDING	ACCOUNT 82	HU
SUBSTATION ALCAN			
SERVICE FROM			
THRU			

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997  
(Interim rates subject to change)ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Stephan O. Bell  
PUBLIC SERVICE COMMISSIONFor All Territory Served  
Community, Town or CityP.S.C. 7Third Revised SHEET NO. 30CANCELING P.S.C. 7Second Revised SHEET NO. 30

## CLASSIFICATION OF SERVICE

USAGE DEMAND TIME DAY METER MULT  
KW DEMANDENERGY PREVIOUS PRESENT DIFFERENCE MULT KWH  
USEDTIER 1 ENERGY  
ENERGY

KWH TIMES \$0.0307 EQUALS

\$ \_\_\_\_\_

TAKE OR PAY(IF ANY)

KWH TIMES \$0.0135 EQUALS

\$ \_\_\_\_\_

ADJUSTMENT

KWH TIMES \$0.0307 EQUALS

\$ \_\_\_\_\_

SUBTOTAL

\$ \_\_\_\_\_

TIER 2 ENERGY

ENERGY

KWH TIMES \$0.02098 EQUALS

\$ \_\_\_\_\_

ADJUSTMENT

KWH TIMES \$0.02098 EQUALS

\$ \_\_\_\_\_

SUBTOTAL

\$ \_\_\_\_\_

TIER 3 ENERGY  
ENERGY

KWH TIMES \$0.01958 EQUALS

\$ \_\_\_\_\_

ADJUSTMENT

KWH TIMES \$0.01958 EQUALS

\$ \_\_\_\_\_

SUBTOTAL

\$ \_\_\_\_\_

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONFor All Territory Served  
Community, Town or CityP.S.C. 7First Revised SHEET NO 30.1CANCELING P.S.C. 7Original SHEET NO. 30.1

## CLASSIFICATION OF SERVICE

TIER 3 TRANSMISSION

DEMAND KW TIMES \$0.98 EQUALS \$

ADJUSTMENT KW TIMES \$0.98 EQUALS \$

SUBTOTAL \$

TOTAL AMOUNT DUE \$

LOAD FACTOR  
ACTUAL BILLED

MILLS PER KWH

DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY AFTER  
THE 24<sup>TH</sup> OF THE MONTH.PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)By: Stephan O. Bell  
PUBLIC SERVICE COMMISSIONDATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997  
(Interim rates subject to change)ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

First Revised SHEET NO. 30.2

CANCELING P.S.C. 7

Original SHEET NO. 30.2

CLASSIFICATION OF SERVICE

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

By Stephen O. Bell  
SECRETARY OF THE COMMISSION

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997  
(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220  
Dated August 29, 1997

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

First Revised SHEET NO. 30.3

CANCELING P.S.C. 7

Original SHEET NO. 30.3

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CLASSIFICATION OF SERVICE

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Burr  
PUBLIC SERVICE COMMISSION

---

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Dated August 29, 1997



Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

First Revised SHEET NO. 31

CANCELING P.S.C. 7

Original SHEET NO. 31

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CLASSIFICATION OF SERVICE

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

---

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997  
(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220  
Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONP.S.C. 7Original SHEET NO. 32CANCELING P.S.C. 7       SHEET NO.       

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CLASSIFICATION OF SERVICE

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7. BIG RIVERS INTERIM LARGE INDUSTRIAL CUSTOMER TARIFF (N)a. Availability:

This schedule is available to any of Big Rivers' member rural electric distribution cooperatives for service to certain large industrial customers with peak demands of one (1) MW or greater contracting for terms of not less than five years with established Base Contract Demands of not less than 75% of their Maximum Contract Demand and minimum monthly contractual load factors of 70%.

b. Terms of the Rate Schedule:

This rate schedule shall take effect at 12:01 a.m. on September 2, 1997, and shall terminate at the earlier of midnight on August 31, 1998 or the Closing Date of the transaction between Big Rivers and LG&E Energy Corp. ("LEC") and its affiliates. This tariff shall remain in effect during the entire term hereof.

c. Rates:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
REGULATORY

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

(1) Rates Separate for Each Large Industrial Customer:

Each month each Member Cooperative shall be required to pay separately for each of its qualifying Large Industrial Customers taking service under this tariff, in each case using that Large Industrial Customer's individual Maximum Contract Demand, Base Contract Demand, and established contractual load factor of at least

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Original \_\_\_\_\_ SHEET NO. 33

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

---

CLASSIFICATION OF SERVICE

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70%.

(2) BREC Firm Sale Rates:

The following BREC Firm Sale rates shall be applicable to the contractually specified Base Contract Demand (established by contract as at least 75% of the contractually specified Maximum Contract Demand) and Base Contract Energy (established as the kilowatt hours determined by applying the contractual load factor of at least 70% to Base Contract Demand). The BREC Firm Sale is a take or pay obligation.

(a) BREC Firm Sale Demand Rate:

\$7.37 per kW per month of Base Contract Demand.

(b) BREC Firm Sale Energy Rate:

\$0.02040 per kWh per month of Base Contract Energy.

(c) BREC Firm Sale Transmission Rate:

BREC Firm Sale Energy Rate includes all transmission.

(d) BREC Firm Sale Ancillary Services Rate:

BREC Firm Sale Energy Rate includes all ancillary services.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Stephan D. Bee  
SECRETARY OF THE COMMISSIONDATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONFor All Territory Served  
Community, Town or City

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Original \_\_\_\_\_ SHEET NO. 34

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

## CLASSIFICATION OF SERVICE

(2) Contract Demand and Contract Energy Rates:

The following rates shall be applicable for the Contract Demand (the kilowatts taken above the Base Contract Demand up to Maximum Contract Demand, as established by contract) and Contract Energy (established as all metered kWh taken each month less kWh taken as Base Contract Energy and less kWh taken as Excess Energy).

(a) Contract Demand Rates:

No demand rate is associated with kW established as Contract Demand.

(b) Contract Energy Rates:

\$0.01958 per kWh per month, inclusive of losses.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Stephan D. Bue  
SECRETARY OF PUBLIC SERVICE COMMISSION(c) Contract Demand Transmission Rates:

For each kW taken per month in excess of the kW of Base Contract Demand, less the kW of Excess Demand, a rate of \$0.98.

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONFor All Territory Served  
Community, Town or City

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Original \_\_\_\_\_ SHEET NO. 35

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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CLASSIFICATION OF SERVICE

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(d) Contract Demand Ancillary Services Rates:

All required transmission-based and generation-based ancillary services shall be included in the Contract Energy rate.

(3) Excess Demand and Excess Energy Rates:

The following rates are applicable for Excess Demand (established as all kW taken each month in excess of Maximum Contract Demand) and Excess Energy (established as the kWh determined by applying the contractually specified load factor of at least 70% to Excess Demand). Note: in determining which of the below rates to apply, all such rates will be calculated consistently (i.e., using either the fixed rate for each of Excess Demand, Excess Energy, or Excess Demand Transmission Rates or 110% of actual costs).

(a) Excess Demand Rate:

The greater of \$7.37 per kW per month or 110% of any demand charge associated with a purchase of such power by Big Rivers.

(b) Excess Energy Rate:

The greater of \$0.02040 per kWh per month or 110% of the energy rate associated with a purchase of such power by Big Rivers.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Stephan D. Bee  
SECRETARY OF THE COMMISSIONDATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of OfficerIssued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

For All Territory Served  
Community, Town or City

P.S.C. 7

Original 36 SHEET NO. 36

CANCELING P.S.C. 7

       SHEET NO.       

CLASSIFICATION OF SERVICE

(c) Excess Demand Transmission Rate:

No transmission charges shall apply unless Big Rivers assesses costs based on the actual cost to obtain the power, in which case 110% of the actual transmission charges paid by Big Rivers to obtain and deliver this power on applicable third party transmission systems plus 100% of the costs of the applicable transmission taken on Big Rivers' own transmission system shall be charged.

(d) Excess Demand Ancillary Services Rate:

No ancillary services charges shall apply unless Big Rivers assesses costs based on the actual cost to obtain the power, in which case 110% of the actual ancillary charges paid by Big Rivers to obtain this power on applicable third party transmission systems, plus 100% of the applicable ancillary services taken on Big Rivers' own transmission system shall be charged.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

d. (1)

NO ADJUSTMENTS FOR FUEL PURCHASES:

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan Bue  
SECRETARY OF THE COMMISSION

The Rates under this rate schedule shall not be increased or decreased by any adjustment for the cost of fuel, whether under 807 KAR 5:056 or otherwise.

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Dated August 29, 1997

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

Original SHEET NO. 37

CANCELING P.S.C. \_\_\_\_\_ 7 \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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CLASSIFICATION OF SERVICE

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(2) NO ADJUSTMENT FOR ENVIRONMENTAL SURCHARGE:

The Rates under this rate schedule shall not be increased or decreased by any adjustment for an environmental surcharge, whether under KRS 278.183, or otherwise.

e. BILLING

Big Rivers shall bill each member distribution cooperative for each of its Large Industrial Customers on the first working day after the 13<sup>th</sup> of the month for the previous month's service hereunder. Each member distribution cooperative shall pay Big Rivers for each such Large Industrial Customer in immediately available funds on or before the first working day after the 24<sup>th</sup> of the month. If a member distribution cooperative shall fail to pay any such bill within such prescribed period, Big Rivers may discontinue delivery of electric power and energy hereunder upon five (5) days' written notice to that member distribution cooperative of its intent to do so. Such discontinuance for non-payment shall not in any way affect the obligation of that member distribution cooperative with respect to that Large Industrial Customer's BREC Firm Sale take or pay obligation.

f. BILLING FORM:

## INVOICE

BIG RIVERS ELECTRIC CORP., P.O. BOX 24, HENDERSON, KY 42420  
MONTH ENDING

TO DISTRIBUTION COOPERATIVE

ACCOUNT

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bay  
SECRETARY OF THE COMMISSION

## Form for Filing Rate Schedules

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATIONPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 02 1997

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)BY: Stephan O. Bell  
SECRETARY, PUBLIC SERVICE COMMISSIONFor All Territory Served  
Community, Town or CityP.S.C. 7Original SHEET NO. 38CANCELING P.S.C. 7SHEET NO.

## CLASSIFICATION OF SERVICE

SUBSTATION INDUSTRIAL DELIVERY POINT

SERVICE FROM THRU

USAGE	DEMAND POWER FACTOR	TIME	DAY METER BASE PEAK	AVERAGE	MULT	KW DEMAND BILLED PEAK
-------	------------------------	------	------------------------	---------	------	-----------------------------

ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULT	KWH USED
--------	----------	---------	------------	------	----------

BREC FIRM SALE

BASE CONTRACT DEMAND KW TIMES \$7.37 EQUALS \$

P/F PENALTY KW TIMES \$7.37 EQUALS \$

ADJUSTMENT KW TIMES \$7.37 EQUALS \$

SUBTOTAL \$

BASE CONTRACT ENERGY KWH TIMES \$.02040 EQUALS \$

ADJUSTMENT KWH TIMES \$.02040 EQUALS \$

SUBTOTAL \$

CONTRACT ENERGY KWH TIMES \$0.01958 EQUALS \$

ADJUSTMENTS KWH TIMES \$0.01958 EQUALS \$

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220Dated August 29, 1997



Form for Filing Rate Schedules

For All Territory Served

Community, Town or City

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

P.S.C. 7

Original SHEET NO. 39

CANCELING P.S.C. 7

SHEET NO.

CLASSIFICATION OF SERVICE

CONTRACT KW TIMES \$0.98 EQUALS \$            
DEMAND TRANSMISSION

ADJUSTMENTS KW TIMES \$0.98 EQUALS \$          

EXCESS DEMAND GREATER OF KW TIMES \$7.37 EQUALS \$            
OR 110% OF BREC COST TO ACQUIRE

ADJUSTMENTS  
EXCESS ENERGY GREATER OF KWH TIMES \$0.02040 EQUALS \$            
OR 110% OF BREC COST TO ACQUIRE

TOTAL AMOUNT DUE \$          

LOAD FACTOR  
ACTUAL BILLED

MILLS PER KWH

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

**DUE IN IMMEDIATELY AVAILABLE FUNDS ON OR BEFORE THE FIRST WORKING DAY OF THE  
MONTH AFTER THE 24<sup>TH</sup> OF THE MONTH.**

SEP 02 1997

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

By Stephen O. Bell  
PUBLIC SERVICE COMMISSION

DATE OF ISSUE September 9, 1997 DATE EFFECTIVE September 2, 1997

(Interim rates subject to change)

ISSUED BY John West TITLE President & CEO

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 97-220

Dated August 29, 1997

## Form for filing Rate Schedules

For All Territory Served  
Community, Town or CityP.S.C. NO. 6Original SHEET NO. 19CANCELLING P.S.C. NO. 6Original SHEET 18ANDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

CABLE TELEVISION ATTACHMENT TARIFFAPPLICABILITY

In all territory served by the company on poles owned and used by the company for their electric plant.

AVAILABILITY

To all qualified CATV operators having the right to receive service.

RENTAL CHARGE

The yearly rental charges shall be as follows:

Two-party pole attachment		\$ 3.23
Three-party pole attachment	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE	2.59
Two-party anchor attachment		2.83
Three-party anchor attachment	JUL 15 1985	1.88
Grounding attachment	PURSUANT TO ORDER NO. 11, SCOTLAND, KY	3.23
Pedestal attachment	BY <i>J. McGehegan</i>	3.23

BILLING

Rental charges shall be billed semi-annually based on the number of pole attachments. The rental charges are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate shall apply.

Note: Discount or penalty must apply to all electric customers.

DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985ISSUED BY *John West*  
Name of OfficerTITLE ManagerIssued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983.

For All Territory Served  
Community, Town or CityP.S.C. NO. 6Original SHEET NO. 20CANCELLING P.S.C. NO. 6Original SHEET 19ANDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

SPECIFICATIONS

A. The attachment to poles covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

B. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

ESTABLISHING POLE USE...

A. Before the CATV operator shall make use of any of the poles of the Cooperative under this tariff, they shall notify the Cooperative of their intent in writing and shall comply with the procedures established by the Cooperative. The CATV operator shall furnish the Cooperative detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Cooperative, the number and character of the attachments to be placed on such poles, and rearrangements of the Cooperative's fixtures and equipment necessary for the attachment, any relocation or replacements of existing poles, and any additional poles that CATV intends to install.

The Cooperative shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate including overhead and less salvage value of materials of all changes that may be required in each such pole line. Upon receipt of payment by the CATV operator, the Cooperative will then proceed with the necessary changes in pole lines covered by cost estimate.

Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of the application of this tariff. The CATV operator shall, at his own expense, make attachments in such manner as not to interfere with the service of the Cooperative.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 15 1985

PURSUANT TO ORDER OF THE

DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985ISSUED BY John West  
Name of OfficerTITLE Manager

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983.

PERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

B. Upon completion of all changes, the Cooperative shall submit an actual cost as built to the CATV operator (including overhead and less salvage value of materials). Should the actual cost be more or less than the initial payment, the CATV operator shall be refunded or additional billing shall be submitted. The obligation of the CATV operator hereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder.

C. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator.

D. All poles to which attachments have been made under this tariff shall remain the property of the Cooperative, and any payments made by the CATV operator for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any of said poles.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

E. Any charges necessary for correction of substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

JAN 1 1985

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

## EASEMENTS AND RIGHTS-OF-WAY...

A. The cooperative does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and if the CATV operator shall at any time be prevented from placing or maintaining its attachments on the Cooperative's poles, no liability on account thereof shall attach to the Cooperative. Each party shall be responsible for obtaining its own easements and rights-of-way.

## MAINTENANCE OF POLES, ATTACHMENTS AND OPERATION...

A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles necessary, such relocation shall be made by the Cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.

DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985ISSUED BY John West  
Name of OfficerTITLE Manager

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983.

For All Territory Served  
Community, Town or CityP.S.C. NO. 6Original SHEET NO. 21CANCELLING P.S.C. NO. 6Original SHEET 20HENDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

B. Upon completion of all changes, the Cooperative shall submit an actual cost as built to the CATV operator (including overhead and less salvage value of materials). Should the actual cost be more or less than the initial payment, the CATV operator shall be refunded or additional billing shall be submitted. The obligation of the CATV operator hereunder shall not be limited to amounts shown on estimates made by the Cooperative hereunder.

C. Any reclearing of existing rights-of-way and any tree trimming necessary for the establishment of pole line attachments hereunder shall be performed by the CATV operator.

D. All poles to which attachments have been made under this tariff shall remain the property of the Cooperative, and any payments made by the CATV operator for changes in pole line under this tariff shall not entitle the CATV operator to the ownership of any of said poles.

E. Any charges necessary for correction of substandard installation made by the CATV operator, where notice of intent had not been requested, shall be billed at rate equal to twice the charges that would have been imposed if the attachment had been properly authorized.

EASEMENTS AND RIGHTS-OF WAY...

A. The cooperative does not warrant nor assure to the CATV operator any rights-of-way privileges or easements, and if the CATV operator shall at any time be prevented from placing or maintaining its attachments on the Cooperative's poles, no liability on account thereof shall attach to the Cooperative. Each party shall be responsible for obtaining its own easements and rights-of-way.

MAINTENANCE OF POLES, ATTACHMENTS AND OPERATION...

A. Whenever right-of-way considerations or public regulations make relocation of a pole, or poles necessary, such relocation shall be made by the Cooperative at its own expense, except that each party shall bear the cost of transferring its own attachments.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 15 1985

PURSUANT TO ORDER OF THE

COMMISSIONER OF THE

OFFICE OF THE

CLERK OF THE

RECORDS

JUL 15 1985

JUL 15 1985

DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985ISSUED BY John West  
Name of OfficerTITLE ManagerIssued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983

HENDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

B. Whenever it is necessary to replace or relocate an attachment, the Cooperative shall, before making such replacement or relocation, give forty-eight (48) hours notice (except in cases of emergency) to the CATV operator, specifying in said notice the time of such proposed replacement or relocation, and the CATV operator shall, at the time so specified, transfer its attachments to the new or relocated pole. Should the CATV operator fail to transfer its attachments to the new or relocated pole at the time specified for such transfer of attachments, the Cooperative may elect to do such work and the CATV operator shall pay the Cooperative the cost thereof.

C. Any existing attachment of CATV which does not conform to the specifications as set out in this tariff hereof shall be brought into conformity therewith as soon as practical. The Cooperative, because of the importance of its service, reserves the right to inspect each new installation of the CATV operator on its poles and in the vicinity of its lines or appurtenances. Such inspection, made or not, shall not operate to relieve the CATV operator of any responsibility, obligations or liability assumed under the tariff.

D. The Cooperative reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgement, best enable it to fulfill its own service requirements. The Cooperative shall not be liable to the CATV operator for any interruption of service of CATV operator or for interference with operation of the cables, wires and appliances of the CATV operator arising in any manner out of the use of the Cooperative's poles hereunder.

The Cooperative shall exercise precaution to avoid damaging the facilities of the CATV operator, make an immediate report to the CATV operator of the occurrence of any such damage caused by its employees, agents or contractors, and except for removal for non-payment or for failure to post or maintain the required "Performance Bond," agrees to reimburse the CATV operator for all reasonable cost incurred by the CATV operator for the physical repair of such damaged facilities.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 15 1985

PURSUANT TO ORDER NO. 11,

BY

*J. Geoghegan*DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985

ISSUED BY

*John West*  
Name of OfficerTITLE ManagerIssued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983.

ANDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

INSPECTIONS...

A. Periodic Inspection: Any unauthorized or unreported attachment by CATV operator will be billed at a rate of two times the amount equal to the rate that would have been due, had the installation been made the day after the last previously required inspection.

B. Make-Ready Inspection: Any "make-ready" inspection or walk-through "inspection required of the Cooperative will be paid for by the CATV operator at a rate equal to the Cooperative's actual expenses, plus appropriate overhead charges.

PUBLIC SERVICE COMMISSION  
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EFFECTIVE

JUL 15 1985

PURSUANT TO ORDER OF THE  
SECTION 10.1INSURANCE OR BOND

A. The CATV operator agrees to defend, indemnify and save harmless the Cooperative from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulation or orders whether suffered directly by the Cooperative itself, or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of the CATV operator, its employees, agents, or other representatives or from their presence on the premises of the Cooperative, either solely or in concurrence with any alleged joint negligence of the Cooperative.

B. The CATV operator will provide coverage from a company authorized to do business in the Commonwealth of Kentucky:

1. Protection for its employees to the extent required by Workmen's Compensation Law of Kentucky.
2. Public Liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$100,000.00 for each person

DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985ISSUED BY John West  
Name of OfficerTITLE Manager

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HENDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

and \$300,000.00 for each accident or personal injury or death, and \$25,000.00 as to the property of any one person, and \$100,000.00 as to any one accident of property damage.

Before beginning operations under this tariff, the CATV operator shall cause to be furnished to the Cooperative a certificate for such coverage, evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

"The insurance or bond provided herein shall also be for the benefit of Henderson-Union Rural Electric Cooperative Corporation, so as to guarantee, within the coverage limits, the performance by the insured of any indemnity agreement set forth in this tariff. This insurance or bond may not be cancelled for any cause without thirty (30) days advance notice being first given to Henderson-Union Rural Electric Cooperative Corporation."

CHANGE OF USE PROVISION...

When the Cooperative subsequently requires a change in its poles or attachment for reasons unrelated to the CATV operations, the CATV operator shall be given forty-eight (48) hours notice of the proposed change (except in case of emergency). If the CATV operator is unable or unwilling to meet the Cooperative's time schedule for such changes, the Cooperative may do the work and charge the CATV operator its reasonable cost for performing the change of CATV attachments.

ABANDONMENT...

A. If the Cooperative desires at any time to abandon any pole to which CATV operator has attachments, it shall give the CATV operator notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Cooperative shall have no attachments on such pole, but the CATV operator shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the CATV operator, and the CATV operator shall save harmless the Cooperative from all obligation.

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JUL 15 1985

PURSUANT TO 207 KAR 011,  
SECTION 9.01BY *J. Geoghegan*DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985

ISSUED BY

*John West*  
Name of Officer

TITLE

Manager

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983.



For All Territory Served  
Community, Town or CityP.S.C. NO. 6Original SHEET NO. 25CANCELLING P.S.C. NO. 6Original SHEET 24HENDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

liability, damages, cost, expenses or charges incurred thereafter; and shall pay the Cooperative for such pole an amount equal to the Cooperative's depreciated cost thereof. The Cooperative shall further evidence transfer to the CATV operator of title to the pole by means of a bill of sale.

B. The CATV operator may at any time abandon the use of the attached pole by giving due notice thereof in writing to the Cooperative and by removing therefrom any and all attachments it may have thereon. The CATV operator shall in such case pay to the Cooperative the full rental for said pole for the then current billing period.

## RIGHTS OF OTHERS...

Upon notice from the Cooperative to the CATV operator that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit governing the use of such pole or poles shall immediately terminate and the CATV operator shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

## PAYMENT OF TAXES...

Each party shall pay all taxes and assessments lawfully levied on its own property upon said attached poles, and the taxes and the assessments which are levied on said property shall be paid by the owner thereof, but any tax fee, or charge levied on the Cooperative's poles solely because of their use by the CATV operator shall be paid by the CATV operator.

## BOND OR DEPOSITOR PERFORMANCE...

A. The CATV operator shall furnish bond or satisfactory evidence of contractual insurance coverage for the purposes hereinafter specified in the amount of Twenty-five thousand dollars (\$25,000.00), until such time as the CATV operator shall occupy twenty-five hundred (2500) poles of the Cooperative and thereafter the amount thereof shall be increased to incre-

SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 15 1985

PURSUANT TO ORDER OF THE

BY

*Guoghegan*DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985

ISSUED BY

*John West*  
Name of OfficerTITLE Manager

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983

For All Territory Served  
Community, Town or CityHENDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

P.S.C. NO. 6Original SHEET NO. 26CANCELLING P.S.C. NO. 6Original SHEET 25

## CLASSIFICATION OF SERVICE

ments of One thousand dollars (\$1,000.00), for each one hundred (100) poles (or fraction thereof) occupied by the CATV operator, evidence of which shall be presented to the Cooperative fifteen (15) days prior to beginning construction. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, the Cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the Cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the Cooperative within thirty (30) days after receipt of such request from the Cooperative, then the Cooperative shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall contain the provision that it shall not be terminated prior to six (6) months after receipt by the Cooperative of written notice of the desire of the Bonding or Insurance Company to terminate such bond or insurance. Upon receipt of such notice, the Cooperative shall request the CATV operator to immediately remove its cables, wires, and all other facilities from all poles of the Cooperative. If the CATV operator should fail to complete the removal of all its facilities from the poles of the Cooperative within thirty (30) days after receipt of such request from the Cooperative, then the Cooperative shall have the right to remove them at the cost and expense of the CATV operator and without being liable for any damage to the CATV operator's wires, cables, fixtures, or appurtenances. Such bond or insurance shall guarantee the payment of any sums which may become due to the Cooperative for rentals, inspections or work performed for the benefit of the CATV operator under this tariff, including the removal of attachments upon termination of service by any of its provisions.

B. After the CATV operator has been a customer of the Cooperative and not in default for a period of two years, the Cooperative shall reduce the bond by 50%, or, at the Cooperative's option, require a deposit in keeping with 807 KAR 5:006, Section 7.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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JUL 15 1985

PURSUANT TO ORDER OF THE  
SECTION 510

BY

*J. Leoghegan*DATE OF ISSUE January 10, 1984DATE EFFECTIVE January 1, 1985

ISSUED BY

*John West*  
Name of OfficerTITLE Manager

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983.

Form for filing Rate Schedules

For All Territory Served  
Community, Town or City

P.S.C. NO. 6

Original SHEET NO. 27

CANCELLING P.S.C. NO. 6

Original SHEET 26

HENDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

USE OF ANCHORS...

The Cooperative reserves the right to prohibit the use of any existing anchors by CATV operator where the strength or conditions of said anchors cannot be readily identified by visual inspection.

DISCONTINUANCE OF SERVICE...

The Cooperative may refuse or discontinue serving an applicant or customer under the conditions set out in 807 KAR 5:006 Section 11.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 15 1985

PURSUANT TO 807 KAR 5:006, SECTION 11

BY: J. Geoghagan

DATE OF ISSUE January 10, 1984

DATE EFFECTIVE January 1, 1985

ISSUED BY

John West  
Name of Officer

TITLE Manager

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. Administrative Case No. 251 dated July 19, 1983

Form for filing Rate Schedules

For All Territory Served  
Community, Town or City

P.S.C. NO. 6

Original SHEET NO. 28

CANCELLING P.S.C. NO. 6

Original SHEET 27

HENDERSON-UNION RURAL ELECTRIC  
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Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATE SCHEDULE SPC-A

1. AVAILABILITY OF SERVICE:

Available only to qualifying small power production or cogeneration facilities, 100 kW or below, which have executed an "Agreement for Purchase of Electric Energy" with Corporation.

2. RATE SCHEDULE

Base payment of \$.01694 per kWh plus or minus current fuel adjustment.

PUBLIC SERVICE COMMISSION  
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JUL 15 1985

PURSUANT TO KRS 192.011,

SECTION 9.01,

BY: J. Leoghegan

DATE OF ISSUE July 28, 1984 DATE EFFECTIVE July 28, 1984

ISSUED BY John West TITLE Manager  
Name of Officer

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. 8566 dated June 28, 1984

P.S.C. NO. 6Original SHEET NO. 29CANCELLING P.S.C. NO. 6Original SHEET 28HENDERSON-UNION RURAL ELECTRIC  
COOPERATIVE CORPORATION

Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

## RATE SCHEDULE SPC-B

1. AVAILABILITY OF SERVICE:

Available only to qualifying small power production or cogeneration facilities, above 100 kW, which have executed an "Agreement for Purchase of Electric Energy" with Corporation. Rates below are to be used as the basis for negotiating a final purchase rate and are not to be taken as a firm rate for any facilities.

2. RATE SCHEDULE:A. Capacity (if Applicable):

- (1) When connected to electric distribution lines of 25 kV or below.

A payment of \$4.12 per kilowatt per month, provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.

- (2) When connected to electric transmission lines above 25 kV:

A payment of \$4.04 per kilowatt per month, provided capacity is delivered for a minimum of 520 hours during the month. Payment will be based upon the average capacity delivered each month as determined by dividing the metered kWh delivered by the number of hours in the billing period. Deliveries for less than 520 hours will receive the energy payment only.

B. Energy:

Base payment of \$.01694 per kWh plus or minus current fuel adjustment.

PURSUANT TO 207 KAR 75.011,

SECTION 9 (1)

BY GeorgePUBLIC SERVICE COMMISSION  
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EFFECTIVE

JUL 15 1985

DATE OF ISSUE July 28, 1984DATE EFFECTIVE July 28, 1984ISSUED BY John West  
Name of OfficerTITLE Manager

Issued by authority of an Order of the Public Service Commission of Ky. in  
Case No. 8566 dated June 28, 1984

[NOTE: THIS STANDARD CONTRACT IS DESIGNED FOR USE ONLY WHEN A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF 100 kW OR LESS INTERCONNECTS DIRECTLY WITH THE DISTRIBUTION SYSTEM OF ONE OF BIG RIVERS ELECTRIC CORPORATION'S MEMBER DISTRIBUTION COOPERATIVES. THE COOPERATIVE RESERVES THE RIGHT TO REVISE THIS STANDARD FORM TO INCORPORATE ANY MODIFICATIONS WHICH IT BELIEVES APPROPRIATE UNDER THE CIRCUMSTANCES WHEN CONTRACTING WITH A PARTICULAR QUALIFYING FACILITY. THE TERMS IN THIS STANDARD CONTRACT MAY BE USED AS A BEGINNING POINT FOR NEGOTIATION OF A CONTRACT WITH A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF OVER 100 kW.]

AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY  
FROM A QUALIFYING SMALL POWER PRODUCTION  
OR COGENERATION FACILITY, 100 kW OR LESS

THIS AGREEMENT is made and entered into on this \_\_\_\_ day  
of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_

\_\_\_\_\_  
(cooperative), a retail electric distribution cooperative corpora-  
tion and \_\_\_\_\_

\_\_\_\_\_  
(the seller), a \_\_\_\_\_

\_\_\_\_\_  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

WITNESSETH:

WHEREAS, the cooperative is engaged in the distribution  
and sale at retail of electric energy in certain counties in wes-  
tern Kentucky; and

PERMANENT TO 207 KAR 5.011,  
SECTION 9(1)  
BY: Jordan C. Neal

WHEREAS, the cooperative owns and operates, or intends  
to construct, own and operate, electric distribution lines with  
which the seller desires to interconnect its electric generation  
facilities; and

WHEREAS, the seller owns and operates, or intends to  
construct, own and operate, an electric generating facility which

qualifies as a small power production facility or cogeneration facility under Section 201 of the Public Utility Regulatory Policies Act of 1978, and desires to sell electric power and energy to cooperative beginning on or about \_\_\_\_\_, 19\_\_, or as soon thereafter as the qualifying facility is ready for service; and

WHEREAS, cooperative desires to purchase electric power and energy from the seller; and

WHEREAS, the cooperative is willing to permit the seller's electric generation facilities to be interconnected and operated in parallel with the cooperative's electric system so that the seller will be able to deliver to cooperative electric power and energy;

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE I

##### Definition of Terms

1.1 The term "qualifying facility" or "QF" as used in this contract is defined to include all the seller's electric generation facilities and all interconnection and safety equipment owned by the seller and used in connection with the electric generation facilities owned by it which will produce electric power and energy for sale under this agreement.

1.2 The terms specifically defined in 807 KAR 5:054 and 18 C.F.R. Part 292, when used in this agreement, shall have the same definitions as in those regulations.

## ARTICLE II

### Ownership and Maintenance of Facilities

2.1 The seller shall have sole responsibility for the design, construction, installation, ownership, safety, operation and maintenance of the qualifying facility (hereinafter referred to as the "QF").

2.2 The seller, in designing, constructing, installing, operating and maintaining the QF, shall comply with all rules, regulations, policies, standards and codes generally recognized in the utility industry as applicable to such operations, including, but not limited to, the National Electrical Safety Code, regulations of the Kentucky Public Service Commission, requirements and bulletins of the Rural Electrification Administration, all federal, state and local safety codes, statutes and regulations and all applicable policies of the cooperative now in existence or that may be adopted from time to time.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

2.3 The seller shall pay cooperative the "additional interconnection cost" as defined in 807 KAR 5:054 §6(6) of interconnecting the QF with the distribution system of the cooperative. PURSUANT TO 807 KAR 5:011, SECTION 9(1)  
BY: Jordan C. Neal

2.4 The seller shall pay for and the cooperative shall own and maintain the metering equipment which it determines is necessary based upon the size and other characteristics of the QF to measure the power and energy sold by the seller. Upon termination of this agreement, the meters and metering equipment will be turned over to the seller if requested. Cooperative shall test and calibrate meters by comparison with accurate standards at



intervals not exceeding twelve (12) months and shall also make special meter tests at any time at the seller's request. The cost of all tests shall be borne by cooperative; provided, however, that if any special meter test made at the request of the seller shall disclose that the meters are recording accurately, the seller shall reimburse cooperative for the cost of such test. Meters registering not more than two (2%) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by tests to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the seller and the cooperative shall agree as to the amount of energy furnished during such period and the cooperative shall render payment therefor. The cooperative shall meter all power and energy at voltage as mutually agreed to with the seller. The cooperative shall, when requested, notify the seller in advance of the time of any meter reading or test so that the seller's representative may be present at such meter reading or test.

2.5 The original and any revisions to the plans, specifications and operating characteristics for the QF must be approved by the cooperative before the seller connects its QF to the cooperative's system. Prior to energization of the interconnection between the QF and the cooperative's system, the cooperative shall have the right to inspect the QF for any purpose. However, inspection and acceptance of any plans, design theory, specifications and operating characteristics observed or provided respect-

ing the QF, shall not be construed as confirming or endorsing the design, or as warranting the safety, durability or reliability of the QF. The cooperative shall not, by reason of any review, acceptance, inspection or failure to review or inspect, be responsible for the QF, including, but not limited to, the strength, safety, details of design, adequacy or capacity thereof, nor shall acceptance or approval by either be construed as an endorsement of any QF.

2.6 The seller will be responsible for furnishing or paying for all rights-of-way and easements necessary to install, operate, maintain, replace and remove the interconnection facility and the metering equipment. Duly authorized representatives of the cooperative shall be permitted to enter the premises of the seller at all reasonable times as may be necessary in connection with the proper performance of the terms and conditions of this agreement.

2.7 The seller shall install, own and maintain the necessary substation equipment at the point of connection to the system of the cooperative unless otherwise agreed.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

ARTICLE III

PURSUANT TO 307 KAR 5:011,  
SECTION 9(1)

BY: Jordan C. Neel

3.1 The cooperative shall take and purchase all of the power and energy produced by the seller that is delivered to the point at which the QF is interconnected with the cooperative's distribution system. The power and energy delivered by the seller and purchased by the cooperative shall be metered and paid for in accordance with the terms of this agreement. Electric power and energy to be purchased under this agreement shall be alternating

current, single- or three-phase, 60 Hertz. The parties will agree upon the delivery voltage and capacity prior to the commencement of purchase under this agreement.

3.2 The QF shall at all times operate in such manner as to maintain a power factor of not less than 90% leading or lagging.

3.3 The capacity delivered in kilowatts shall be the QF's average hourly output which is delivered for the required minimum number of hours during each billing period, as determined by dividing the kWh delivered during the billing period by the actual number of hours in the billing period. For purposes of this agreement each calendar month during the term of this agreement shall be a separate billing period.

3.4 The cooperative shall read meters monthly. Electric power and energy furnished under this agreement shall be paid for within fifteen (15) days after the meters are read and the bill is issued.

3.5 Electric power and energy purchased by the seller shall be purchased from the cooperative under arrangements separate from this agreement, and shall be metered and accounted for separately from the power and energy delivered and sold by the seller to the cooperative.

#### ARTICLE IV

##### Rates and Charges

4.1 The cooperative shall pay for the power and energy purchased from the seller upon the terms and conditions contained in its tariff, rate schedule SPC, which is attached to this agree-

ment and incorporated herein by reference, subject to any revisions in that rate schedule that may from time to time be approved by the Kentucky Public Service Commission (hereinafter called "PSC").

#### ARTICLE V

##### Protection of System Owned by the Cooperative

5.1 The seller shall be responsible for operating and maintaining the QF in a safe manner and for providing the protective equipment needed to prevent damage to the system owned by the cooperative, injury to the personnel of the cooperative, or interference with cooperative's consumers. The cooperative shall have the right to review the seller's proposed protection system, operating procedures and system characteristics in order to determine whether the seller's operation of the QF will have an adverse impact on the system owned by the cooperative. The following areas, among others, may be reviewed for possible adverse effects:

- .1 Fault protection.
- .2 Voltage regulation and balance.
- .3 Grounding.
- .4 Synchronizing systems.
- .5 Disconnecting and isolating systems.
- .6 Flicker.
- .7 Harmonics.

5.2 If the operation of the QF results in undesirable or harmful effects to the system of the cooperative, or to consumers of the cooperative, the cooperative may require the seller to discontinue parallel operation until the circumstances have been corrected by installing appropriate equipment or otherwise.

5.3 The cooperative may discontinue purchases from the seller and may break the interconnection between the QF and the cooperative's system, without prior notice, during any system emergency. By first giving reasonable written notice, the cooperative may break the interconnection between the QF and the system of the cooperative for a reasonable period of time for the purpose of necessary inspections, modifications, repairs or other maintenance of the cooperative's system, the interconnection facility or the metering equipment.

## ARTICLE VI

### Term

6.1 The initial term of this agreement shall be one (1) year from the effective date.

6.2 This agreement shall be automatically renewed each year for consecutive one-year terms unless the cooperative or the seller has notified the other at least one hundred eighty (180) days prior to the expiration of the term of its intent to terminate the agreement.

6.3 The effective date of this agreement shall be the date on which the last of the following events occurs:

- .1 This agreement is approved by the Administrator of the Rural Electrification Administration.
- .2 This agreement is filed with and approved or otherwise accepted by the Kentucky Public Service Commission.
- .3 This agreement has been approved and executed by the seller and cooperative.

## ARTICLE VII

7.1 The seller shall protect, indemnify and hold harmless the cooperative and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the seller or the seller's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the QF or any facilities owned by the cooperative except where such injury, death or damage was caused or contributed to by the fault or negligence of the cooperative or its employees, agents, representatives or contractors. This obligation shall survive termination of this agreement with respect to any act, occurrence or omission occurring prior to termination of this agreement, whether or not then accrued or known.

7.2 Without regard to any negligence by any of the parties to this agreement, the cooperative shall not be liable to the seller for:

- .1 Any loss or damage to the seller's electric system or other property or any injury to the seller or seller's employees, agents, contractors, representatives, licensees or invitees, including without limitation, damage or injury caused by reclosing of the transmission or distribution system; or
- .2 Any loss of profits or revenues or any other indirect or consequential damage or injury to the seller resulting from interruption or partial interruption in the delivery of energy from the seller.

PUBLIC UTILITY COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUN 2 1991  
PURSUANT TO 207 KAR 5:011,  
SECTION 9(1)

BY: *James C. Hall*

## ARTICLE VIII

### Insurance

8.1 The seller shall obtain and provide satisfactory evidence of insurance covering such risks and providing such coverage as the cooperative may from time to time reasonably request.

## ARTICLE IX

### Miscellaneous

9.1 If there shall be imposed by federal, state or other governmental authority, any tax payable by the seller upon the gross revenue or earnings, or upon the seller's production or sale of electric energy, such additional tax or taxes shall be paid solely by the seller.

9.2 This agreement contains the entire agreement between the parties. This agreement cannot be amended except in writing signed by the parties.

9.3 The waiver on the part of either party to enforce a provision of this contract at any time shall not be deemed a waiver with respect to any subsequent default or other matter.

9.4 This agreement may not be assigned without the written consent of the cooperative.

9.5 This agreement shall be governed by the laws of the Commonwealth of Kentucky.

9.6 This agreement shall not be construed to create a joint venture, to impose a trust or to otherwise create a business relationship between or among any of the parties.

9.7 The invalidity of any provision or provisions in this agreement shall not affect the validity of the remaining provisions.

#### ARTICLE X

##### Notices and Other Communications

10.1 Any notice required by this agreement to be given in writing shall be deemed properly given if and when delivered in person, telegraphed or sent by registered or certified mail, postage prepaid, to:

Cooperative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.2 Any communications regarding operational emergencies or other operational problems may be made orally or in any manner reasonable under the circumstances and should be directed to the persons specified below:

If to cooperative:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

\_\_\_\_\_  
JUL 2 1961

If to seller:

PURSUANT TO 307 KAR 5:011,  
SECTION 9(1)

BY: Jordan C. Heil

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on this the day and date first hereinabove written.

(signature lines)



HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 22 1996

RULES AND REGULATIONS  
Pursuant to 807 KAR 5.011,  
SECTION 5 (1)

BY: Gerald L. Farnin  
DIRECTOR, RATES & RESEARCH DIV

For All Territory Served

P.S.C. No. 9

Revised Sheet No. 1

Canceling P.S.C. KY No. 8

Original Sheet No. 1

1. SCOPE

This schedule of rules and regulations is a part of all contracts for receiving electric service from Henderson Union Electric Cooperative Corporation (Henderson Union) and applies to all service received from Henderson Union whether the service received is based upon a contract, agreement, signed application or otherwise. No employee or individual director of Henderson Union is permitted to make an exception to rates or rules and regulations. Copies of rates and rules and regulations are on file in Henderson Union's offices and can be obtained there.

2. REVISIONS

These rules and regulations may be revised, amended, supplemented or otherwise changed from time to time without notice, by action of the board of directors. Such changes, when effective, shall have the same force as the present rules and regulations.

3. MEMBERS'S RESPONSIBILITY FOR HENDERSON UNION EC'S PROPERTY

All meters, service connections, and other equipment furnished by Henderson Union shall be, and remain, the property of Henderson Union. The member shall exercise proper care to protect the property of Henderson Union on its premises and in the event of loss or damage to Henderson Union's property arising from neglect of member to care for same, the cost of necessary repairs or replacement shall be paid by the member.

4. TAMPERING

(a) If the meters or other property belonging to Henderson Union are tampered or interfered with, the member being supplied through such equipment shall pay the amount which Henderson Union may estimate is due for service rendered but not registered on Henderson Union's meter, and for such replacements and repairs as are necessary as well as for cost of inspection, investigation, and protective installations.

(b) The member will be allowed to continue to receive service if he agrees that Henderson Union shall estimate his consumption for the past twelve months by the best means available. The member's account will be billed and the amount collected within a reasonable length of time, not to exceed 60 days. The amount will be credited to the member's bill and a test run on one year shall be used to determine if the original estimate was fair and accurate. If the member's account has been overcharged, proper credit will be given the member's account and if the account has been undercharged, an additional debit adjustment will be made to the member's account.

(c) If the member fails to agree to the above arrangement, Henderson Union will remove the

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 28 1996

For All Territory Served

P.S.C. No. 9

Revised Sheet No. 2

Canceling P.S.C. KY No. 8

Original Sheet No. 2

**RULES AND REGULATIONS**

PURSUANT TO KRS 501.1

SECTION 9 (1)

meter and service and make proper preparations for taking legal action.

BY Phyllis Janner  
DIRECTOR, RATES & RESEARCH DIV

5. **CONTINUITY**

Henderson Union shall diligently try to provide constant and uninterrupted supply of electric energy, but should supply fail or be interrupted through acts of God, the public enemy, by accident, strikes, labor troubles, by action of the elements, or by any other cause beyond the reasonable control of Henderson Union, Henderson Union shall not be liable therefor.

6. **RELOCATION OF LINES BY REQUEST OF MEMBERS**

Henderson Union's established lines will not be relocated unless the expense for moving and relocating is paid by the member, except in instances where it would be to the advantage of Henderson Union to make such relocation.

7. **SERVICES PERFORMED FOR MEMBERS**

Henderson Union's personnel are prohibited from making repairs, performing services to the member's equipment or property except in cases of emergency or to protect the public or member's person or property. When such emergency services are performed, the member shall be charged for such service at the rate of time and material.

**Service Procedures**

8. **APPLICATION FOR SERVICE**

(a) All applicants for electric service shall execute Henderson Union's form of Applications for Membership and Service in acknowledgment of the terms and conditions of electric service cited therein and grant, convey and/or provide to Henderson Union any and all necessary rights, privileges, permits and easements incidental to or connected with such electrical service before electric service is supplied.

(b) All applicants shall provide within thirty (30) working days prior to the date service is required certain load data information in order that adequate facilities may be installed for the new service.

9. **MEMBERSHIP FEE**

Pursuant to Henderson Union's bylaws, a membership fee of twenty-five dollars (\$25.00) shall be paid by all new members. Membership fee shall be refunded when all financial obligations are satisfied or may be applied against any unpaid bill of the member upon termination of electric service. Service will not be made available to a former member until any previously existing

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PUBLIC SERVICE COMMISSION Revised Sheet No. 3  
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PURSUANT TO 807 KAR 5.011,

SECTION 9 (1)

indebtedness to Henderson Union has been satisfied

BY *Philip L. Lamm*  
DIRECTOR, RATES & RESEARCH DIV

10. MEMBER DEPOSIT

(a) Henderson Union may require from any member or applicant for service, regardless of customer class, a minimum cash deposit, letter of credit from a financial institution, surety or performance bond, prepaid budget billing amount, adequate financial statements or other suitable guaranty to secure payment of bills in an amount not to exceed 2/12th of the estimated annual bill of such member or applicant; except for members qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. Service may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 78.460, will be paid annually either by refund or credit to the member's bill, except that no refund or credit will be made if the member's bill is delinquent on the anniversary date of the deposit.

(b) Henderson Union may waive the required deposit if the member or applicant has an established reliable payment history with Henderson Union. If a deposit has been waived or returned and the member fails to maintain a satisfactory payment record, a deposit may then be required. Henderson Union may require a deposit in addition to the initial deposit if the member's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the member.

(c) If a deposit is held longer than 18 months, the deposit will be recalculated at the member's request based on the member's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential member or 10 percent for a non-residential member, Henderson Union may collect any underpayment and shall refund any overpayment by check or credit to the member's bill. No refund will be made if the member's bill is delinquent at the time of the recalculation.

(d) Interest will be paid on all sums held on deposit at the rate of 6 percent annually beginning on the date of deposit. The interest accrued shall be applied as a credit to the customer's bill or paid to the customer on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from date of deposit, the payment or credit shall be on a prorated basis. If interest is not credited to the member's bill or paid to the member annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the member's bill or paid to the member.

(e) Sign-in cases of sign lighting, if it is an established firm, no deposit of any nature will be required except membership fee.

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RULES AND REGULATIONS

11. DISTRIBUTION LINE EXTENSIONS

BY Phyllis Lanning  
DIRECTOR, RATES & RESEARCH DIV.

(1) Residential extensions. An extension of 1,000 feet or less of single phase line shall be made by Henderson Union to its existing distribution line without charge for a prospective member who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service. The "service drop" to customer premises from the distribution line at the last pole shall not be included in the foregoing measurements.

(2) Other extensions.

(a) When an extension of Henderson Union's line to serve an applicant or group of applicants amount to more than 1,000 feet per customer, Henderson Union shall require the total cost of the excessive footage over 1,000 feet per member to be deposited with Henderson Union by the applicant or applicants, based on the average estimated cost per foot of the total extensions.

(b) Each member receiving service under such extension will be reimbursed under the following plan: Each year for a period of not less than ten (10) years, for which the purpose of this rule shall be the refund period, Henderson Union shall refund to the member or members who paid for the excessive footage the cost of 1,000 feet of the extension in place for each additional residence connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid Henderson Union. After the end of the ten (10) year refund period, no refund will be made.

(c) For additional members connected to an extension or lateral from the distribution line, the utility shall refund to any member who paid for excessive footage the cost of 1,000 feet of line less the length of the lateral or extension.

(3) Real estate subdivisions. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year, for a period of not less than ten (10) years, Henderson Union shall refund to the applicant who paid for the extension a sum equivalent to the cost of 1,000 feet of the extension installed for each additional member connected during the year, but in no case shall the total amount refunded exceed the amount paid to Henderson Union.

(4) Indeterminate Services. Extensions of electric service for other than residential shall be provided under conditions that will not seriously jeopardize the objectives of Henderson Union of providing electric service for residential members. These prospective members are usually speculative in nature, such as barns, grain bins, wells, feed lots, farrowing houses, etc. Service to these members may be provided under the following conditions:

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**RULES AND REGULATIONS**

- BY: *Phillip J. Smith*  
DIRECTOR, NATURAL GAS RESEARCH DIV
- (a) Single-phase service shall be provided without contribution or contract if only a service drop is required.
- (b) If a primary extension is required, the applicant, if a property owner, shall sign a minimum bill contract for a three-year period equal to the cost of the extension. No work is to be completed until contract is executed by applicant. Energy purchased under these special contracts will apply to the special monthly minimum.
- (c) Non-property owners and businesses of a speculative nature shall pay the estimated cost of construction before work begins and will not be refunded.
- (d) If a primary extension over 1,000 feet is required, the applicant, if a property owner, may request to sign a minimum bill contract for a ten-year period equal to the cost of the extension. The property owner shall also be required to allow Henderson Union to file a declining lien on the property for the cost of the construction. No work is to be completed until Henderson Union and applicant execute a contract and the lien is recorded. Energy purchased under these special contracts will apply to the special minimum on a month-by-month basis. (N)
- (5) Nothing contained herein shall be construed as to prohibit Henderson Union from making extensions under different arrangements provided such arrangements have been approved by the Public Service Commission.
- (6) Nothing contained herein shall be construed as to prohibit Henderson Union from making at its expense greater extensions than herein prescribed, should its judgement so dictate, provided like free extensions are made to other members under similar conditions.

12. DISTRIBUTION LINE EXTENSIONS TO MOBILE HOMES

- (1) All extensions of up to 150 feet from the nearest facility shall be made without charge.
- (2) Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the member shall pay Henderson Union a "member advance for construction" of fifty dollars (\$50) in addition to any other charges required by the utility for all members. This advance shall be refunded at the end of one (1) year if the service to the mobile home continues for that length of time.
- (3) For extensions greater than 300 feet and less than 1,000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus fifty dollars (\$50). Beyond 1,000 feet, the extension policies set forth in 807 KAR 5:041, Section 11 shall apply.

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- (a) This advance shall be refunded to the member over a four (4) year period in equal amounts for each year the service is continued.
- (b) If the service is discontinued for a period of sixty (60) days, or should the mobile home be removed and another does not take its place within sixty (60) days, or be replaced by a permanent structure, the remainder of the advance shall be forfeited.
- (c) No refunds shall be made to any member who did not make the advance originally.

**13. RIGHT OF ACCESS**

Henderson Union's identified employee shall at all reasonable hours have access to meters, service connections and other property owned by it and located on member's premises for purposes of installation, maintenance, meter reading, operation, replacement or removal of its property at the time service is to be terminated. Any employee of the utility whose duties require him to enter the member's premises shall wear a distinguishing uniform or other insignia, identifying him as an employee of Henderson Union, or show a badge or other identification which will identify him as an employee of the utility.

**14. NOTICE OF TROUBLE**

Member shall give immediate notice at the office of Henderson Union of any interruptions, or irregularities, or unsatisfactory service, and of any defects known to member. Henderson Union may at any time it deems necessary, suspend supply of electrical energy to any member or members for the purpose of making repairs, changes, or improvements upon any part of its system. Henderson Union shall make reasonable notice of such discontinuance to member.

**15. MEMBERS'S REQUEST FOR TERMINATION OF SERVICE**

Any member desiring service terminated or changed from one address to another shall give the utility three (3) working days' notice in person, in writing, or by telephone provided such notice does not violate contractual obligations or tariff provision. The member shall not be responsible for charges for service beyond the three (3) day notice period if the member provides reasonable access to the meter during the notice period. If the member notifies the utility of his request for termination by telephone, the burden of proof is on the member to prove that service termination was requested if a dispute arises.

**16. RECONNECTION CHARGES**

Henderson Union will make no charge for connecting service to the members's premises for the initial installation of service, or to the member's premises if the service has been destroyed by fire.

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**SECTION 9 (1)**

When service has been terminated, or service is transferred to a new member, Henderson Union's representative shall read the meter at such premises. A service charge of \$10.00 (ten dollars) will be made to new occupant for the reconnecting or transferring of such service. Service charge will be due and payable at time of connection or transfer, or upon notice of said charge. No meters shall be installed or reinstalled after working hours unless in the judgement of Henderson Union's manager there exist circumstances that will justify the additional expense. In these cases, a service charge of \$35.00 (thirty-five dollars) will apply.

**17. RESALE OF POWER BY MEMBERS**

All purchased electric service used on the premises of the member shall be supplied exclusively by Henderson Union and the member shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service of any part thereof.

**18. SERVICE CHARGE**

All service calls made by Henderson Union pertaining to the member's premises shall be charged at the rate of \$10.00 (ten dollars) per call during normal working hours.

**19. SERVICE CHARGE FOR TEMPORARY SERVICE**

Member's requiring temporary service may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. Members will be billed for electric service as any other member during the connected period.

**20. TEMPORARY SERVICE BOARD**

Member's requesting a temporary service board for construction purposes will be required to pay a \$20.00 service charge before the temporary service board is installed. If the temporary service board is installed for a period longer than six (6) months, the member will be charged \$5.00 per month charge for each additional month up to a maximum of twelve months.

**METERS**

**21. METER TESTS**

All new meters shall be checked for accuracy before installation. Henderson Union will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy and to conform with the regulations of the Public Service Commission. Henderson Union will make additional tests of meters at the request of the member upon payment of a \$10.00 fee, if the meter has been tested within the past eight years. If the meter has not been tested within the past eight years, there will be no charge for the meter test. When the test is made at the member's

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request shows the meter is accurate, within 2% slow or fast, no adjustment will be made to the members's bill and the fee paid will be forfeited to help cover cost of the requested test. When the test shows the meter to be in excess of 2% slow or fast, appropriate adjustments will be made to the member's bill. Refunds will be made in accordance with Public Service Commission General Rules 807 KAR 5:006 Section 10(2). If the test shows the meter to be more than 2% fast the \$10.00 fee paid by the member shall be refunded.

**22. FAILURE OF METER TO REGISTER OR METER TEST RESULTS ARE FAST OR SLOW**

If test results on a member's meter show an average error greater than two percent (2%) fast or slow, or if a customer has been incorrectly billed for any other reason, except in an instance where Henderson Union has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a member, Henderson Union shall immediately determine the period during which the error has existed, and shall recompute and adjust the member's bill to either provide a refund to the member or collect an additional amount of revenue from the under billed member. Henderson Union shall readjust the account based upon the period during which the error is know to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the member. If that data is not available, the average usage of similar member loads shall be used for comparison purposes in calculating the time period. If the member and Henderson Union are unable to agree on an estimate of the time period during which the error existed, the Public Service commission shall determine the issue. In all instances of member over billing, the member's account shall be credited or the over billed amount refunded at the discretion of the member within thirty (30) days after final meter test results. Henderson Union shall not require member repayment of any under billing to be made over a period shorter than a period coextensive with the under billing. (C)

**23. DISCONTINUANCE OF SERVICE BY HENDERSON UNION EC**

Henderson Union will discontinue or refuse service without notice to a member or an applicant when a dangerous condition is found to exist on the member's or applicant's premises. Henderson Union may refuse or discontinue service to an applicant or member, after proper notice for failure to comply with its rules and regulations, when a member or applicant refuses or neglects to provide reasonable access to the premises, for fraudulent or illegal use of service, or for nonpayment of bills. If discontinuance is for nonpayment of bills, the member shall be given at least ten (10) days written notice separate from the original bill, and cut-off shall be effected not less than twenty-seven (27) days after the mailing date of the original bill unless prior to discontinuance, a residential member presents to Henderson Union a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the member in writing of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance. The

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**RULES AND REGULATIONS**

BY Phillip Tamm

discontinuance of service by Henderson Union for any cause stated in this rule does not release the member of his obligation of all bills due. The termination date will not be affected by receipt of any subsequent bill.

The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular member or members are otherwise dictated by the terms of a special contract between the utility and member.

24. THREE PHASE SERVICE

Members are required to negotiate a contract for all three-phase service except as otherwise provided herein. Term of contract is determined by amount of investment required.

25. ELECTRIC MOTORS

Any single-phase motor larger than 7 1/2 horse power will not be permitted except by written permission of Henderson Union. Larger motors must be three phase.

26. PRIMARY METERING

At any time Henderson Union finds it more desirable, it may at its own option and expense install primary metering equipment. The member will own and operate all facilities past the metering point.

27. EXTENSIONS TO UNDERGROUND SERVICE

Henderson Union will extend underground facilities to areas which physically and economically lend themselves to this type of service under the following terms and conditions which insure adequate service and safety to all persons engaged in the construction, maintenance, operations, or use of underground facilities and to the public in general. The terms and conditions also reflect and protect the rate payers who are served with overhead facilities from subsidizing those served with higher cost underground facilities and in general requires the reimbursement of the cost difference between overhead and underground facilities necessary to serve a given load requirement.

1. Definitions

The following words and terms when used in these rules and regulations have the meaning indicated:

(a) Applicant

The developer, builder or other person, partnership, association, corporation or

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**SECTION 9 (I)**

governmental agency applying for the installation of an underground electric distribution system.

BY Philip J. Turner  
DIRECTOR, RATES & RESEARCH DIV

- (b) **Building**  
A structure enclosed within exterior walls or fire walls, built, erected, and framed of component structural parts and designed for less than five (5) family occupancy.
- (c) **Multiple-Occupancy Building**  
A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed to contain five (5) or more individual dwelling units.
- (d) **Plant, Store, Warehouse, Commercial, School, Church, Community Building, Industrial, etc.**  
A structure (or structures) other than residential occupancy where power is used for any type of service classification other than residential.
- (e) **Distribution System**  
Electric service facilities consisting of primary and secondary conductors, transformers, and necessary accessories and appurtenances for the furnishings of electric power at utilization voltage.
- (f) **Subdivisions**  
The tract of land which is divided into ten (10) or more lots for the construction of new residential buildings, or the land on which is constructed two (2) or more new multiple occupancy buildings.
- (g) **Individual Service**  
Any service resulting in only one metering point on a permanent type building used as a residence.
- (h) **Indeterminate Service**  
Includes service to mines, quarries, oil wells, industrial and commercial enterprises of speculative purposes, seasonal use of any type, real estate subdivision, development of property for sale, enterprises where the applicant will not be the user of service, where there is little or no demand for service, tenant house, seasonal cabins, rental property and to barns, wells, and other service where the amount of permanency of service cannot be reasonably assured.
- (i) **Trenching & Backfilling**  
Opening and preparing the ditch for the installation of conductors including placing of raceways under roadways, driveways, or paved areas; providing a sand bedding below and

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above conductors when required; and backfill of trench to ground level. Minimum depth  
48" primary, 4" secondary.

DIRECTOR RATES & RESEARCH DIV

2. Rights-of-Way & Easements

- (a) Henderson Union shall construct, own, operate, and maintain distribution lines only along easements, public streets, roads, and highways which are legal right accessible to the utility's equipment and which the utility has the legal right to occupy, and on the public lands and private property across which rights-of-way and easements satisfactory to Henderson Union are provided without cost or condemnation by Henderson Union.
- (b) Obtaining easements and rights-of-way necessary to extend service is the responsibility of Henderson Union. Henderson Union shall not require a prospective customer to obtain easements or rights-of-way on property not owned by the prospective customer as a condition of providing service. The cost of obtaining easements or rights-of-way shall be included in the total per foot cost of an extension, and shall be apportioned among the utility and customer in accordance with the applicable extension regulation. (N)
- (c) Rights-of-way and easements suitable to Henderson Union at the underground distribution facilities must be furnished by the Applicant in reasonable time to meet service requirements. The Applicant shall make the area in which the underground distribution facilities are to be located accessible to Henderson Union's equipment, remove all obstructions from such area, stake to show the property lines and final grade, and maintain clearing and grading during construction by Henderson Union. Suitable land rights shall be granted to Henderson Union obligating the Applicant and subsequent property owners to provide continuing access to the utility for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the utility's easement or substantial changes in grade or elevation thereof.
- (d) Where not feasible to trench under roads, highway, railroads, lakes, streams, etc., Henderson Union shall have the right to place this portion overhead with the granting of easements (at no cost to Henderson Union) for such overhead construction.

3. Installation of Underground Distribution System - Subdivisions

- (a) Where appropriate contractual arrangements have been made, Henderson Union shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgement, will assure that

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the property owner(s) will receive safe and adequate electric service for the foreseeable future.

BY: Phillip Jamison  
DIRECTOR, RATES & RESEARCH DIV

- (b) All single phase conductors installed by the utility shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment and meter cabinets shall be placed above ground.
- (c) Multi-phase primary mains or feeders required within a subdivision to supply local distribution or to service individual multi-phase loads may be overhead unless underground is required by governmental authority or chosen by the Applicant, in either of which case the differential cost of underground shall be borne by the Applicant.
- (d) If the Applicant has complied with the requirements herein and has given Henderson Union not less than 10 days written notice prior to the anticipated date of the completion (i.e., ready for occupancy of the first building) in the subdivision, Henderson Union shall complete the installation 30 days prior to the estimated completion dates. (Subject to weather and ground conditions and availability of materials and barring extraordinary or emergency circumstances beyond the reasonable control of Henderson Union.) However, nothing in this policy shall be interpreted to require Henderson Union to extend service to portions of the subdivision not under active development.
- (e) A non-refundable payment shall be made by the Applicant equal to the difference between the cost of providing underground facilities and that of providing overhead facilities. The payment to be made by the Applicant shall be determined from the total footage of single-phase primary, secondary, and service conductor to be installed at an average per foot cost differential in accordance with the Average Cost Differential filed herewith as Exhibit "A", which Average Cost Differential shall be updated annually as required by order dated February 2, 1973 of the Public Service Commission of Kentucky in Administrative Case No. 146. (Three (3) wire secondary and service conductor runs shall be considered as one conductor, i.e., triplex). The average cost differential per foot, as stated, is representative of construction in soil free of rock, shale, or other impairments which are anticipated or encountered in construction, the actual increased cost of trenching and backfilling shall be borne by the Applicant.
- (f) The Applicant may be required to deposit the entire estimated cost of the extension. If this is done, the amount deposited in excess of the normal charge for the underground extensions, as provided in paragraph "e" above, shall be refunded to the applicant over a ten (10) year period as provided in 807 KAR 5:041 Section 3.

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ISSUED BY John West  
John West

President & CEO P. O. Box 18, Henderson, KY 42420  
Title Address

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

For All Territory Served

P.S.C. No. 9

Revised Sheet No. 13

Canceling P.S.C. KY No. 8

Original Sheet No. 13

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

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PURSUANT TO 207 KAR 5.011,  
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DIRECTOR, RATES & RESEARCH DIV.

- (g) The Applicant may be required to perform all necessary trenching and backfilling in accordance with Henderson Union's specifications. Henderson Union shall then credit the applicant's cost in an amount equal to Henderson Union's normal cost for trenching and backfilling.
- (h) Henderson Union shall furnish, install and maintain the service lateral to the Applicant's meter base except that the Applicant shall furnish and install proper size metal conduit from the meter base to two (2) feet below ground level. When conditions require it and at its discretion, Henderson Union will install twenty (20) foot section of proper size conduit (metal or PVC) from Applicant's below grade conduit termination, back toward source.

EXHIBIT "A"

INSTALLATION OF UNDERGROUND DISTRIBUTION SYSTEM-SUBDIVISIONS

Single Phase, Loop Feed

Estimated Cost per foot Underground \$6.60

Estimated Cost per foot Overhead \$3.20

Cost Differential per foot \$3.40

- (l) Plans for the location of all facilities to be installed shall be approved by Henderson Union and the Applicant prior to construction. Alterations in plans by the Applicant will require additional cost of installation or construction shall be at the sole expense of the Applicant.
- (j) Henderson Union shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.
- (k) The charges specified in these rules are based on the promise that each Applicant will cooperate with the utility in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.
- (l) All electrical facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission, National Electric Safety Code, Henderson Union specifications, or other rules and regulations which may be applicable.

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HENDERSON UNION ELECTRIC  
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BY Phillip Farnum

- (m) Service pedestals and manholes shall be approved by Henderson Union prior to installation.
- (n) Henderson Union shall backfill only once and in the event of further settling or washing, the Applicant shall be responsible for all necessary additional backfilling.
- (o) An additional \$20.00 per linear trench foot shall be charged where extremely rocky conditions are encountered, such conditions being defined as limestone or other hard stratified material in a continuous volume of at least one cubic yard or more which cannot be removed using ordinary excavation equipment.
- (p) In the event of a grade change which results in Henderson Union reburying or setting deeper any underground facility to maintain safety limits, the entire cost of such reburying or relocation shall be borne by Applicant.
- (q) In unusual circumstances, when the application of these rules appears impracticable or unjust to either party, or discriminatory to other members, Henderson Union or Applicant shall refer the matter to the Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing construction.

4. Installation of Underground Facilities to Individual Service Delivery Points

- (a) Where primary and secondary conductors are involved, Henderson Union shall estimate the cost to provide adequate service both overhead and underground, and the Applicant shall pay such difference in cost as a non-refundable contribution prior to the commencement of such construction.
- (b) Where only secondary conductors are involved, Henderson Union shall install underground conductors as follows:
1. Where possible, Henderson Union will trench and backfill and install the secondary conductor, the Applicant shall pay three dollars and forty cents (\$3.40) per underground cable foot (pole to meter) prior to the commencement of such construction.

5. Change from Overhead to Underground Facilities

Where an existing member requests underground facilities and is presently being served with adequate overhead facilities, then the entire cost of such change shall be borne by the Applicant as a non-refundable contribution prior to the commencement of such construction. The cost includes:

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- (a) Labor, material, and overhead charges for the new installation, \$3.40  
per underground cable foot. (Service only, pole to meter.)

6. Three Phase Requirements - Underground

Any member requiring three-phase loads which are to be served by URD cables shall be encouraged to install all three phase equipment rated for 120/208 or 277/480 volts. The transformer(s) are to be connected grd. wye - grd. wye to minimize the possibility of ferroresonance.

If the member insists on a voltage requiring a delta connected transformer, the member will be required to pay for the equipment required to avoid ferroresonance, such as (1) three phase OCB, (2) gang operated air break switch at riser pole, or (3) dummy loads.

28. WIRING - INSPECTION STANDARDS AND FEES

Standards. All wiring of members' premises must conform with the requirements of the National Electric Code, Ansi/NFPA 70 and Henderson Union Electric Henderson Union Corporation.

Inspections. All wiring installations shall be inspected prior to meter installations. Additions and/or changes to members wiring after original inspection shall be inspected. It shall be members' responsibility to report such additions and/or changes to Henderson Union.

Fees. Inspection fees shall be paid prior to inspection and meter installation.

(1) Time of Payment

- (a) New service inspection fee shall be paid with application for service.
- (b) Additional wiring inspection fee shall be paid at the time of member's report to Henderson Union of the proposed addition.

(2) Fee Schedule

Residential and Farm:

- |     |  |         |
|-----|--|---------|
| (a) | Rough in inspection fee for new construction, remodeling and/or additions. | \$10.00 |
| (b) | 100 amp, or less, service complete with branch circuits                    | \$20.00 |

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(c)	200 amp service complete with branch circuits	\$30.00
(d)	400 amp service complete with branch circuits	\$35.00
(e)	Services above 400 amp	\$ .15 per amp

Whenever it is necessary to change out service entrance equipment, the above schedule shall apply.

In determining the fee for an installation involving a meter pole, the rating of the service on the meter pole shall govern the inspection fee. (Initial installation only.)

(3) Reinspection:

(a) Reinspection fee of wiring installations previously turned down will be \$10.00

Waiving of Inspection. Henderson Union inspection requirements for the following will be waived:

- Any wiring installation coming under the jurisdiction of the Fire Marshall's office. Henderson Union requires certification from the Fire Marshall's office that the job has passed inspection before it will be connected permanently.

29. BILLING

Notices of amounts due and payable are sent to members of Henderson Union using four cycle billing periods based on map location on member's account. Date of current billing, penalty, late notice, and disconnect are as follows:

<u>Billing Cycle</u>	<u>Billing Date</u>	<u>Penalty Date</u>	<u>Late Notice</u>	<u>Disconnect For Nonpayment</u>
1	1st	15th	20th	11 days after late notice date
2	8th	23rd	28th	11 days after late notice date
3	15th	30th	5th following month	11 days after late notice date
4	20th	5th following month	10th following month	11 days after late notice date

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Canceling P.S.C. KY No. 8

BY Phyllis Lammie

Original        Sheet No. 17

RULES AND REGULATIONS

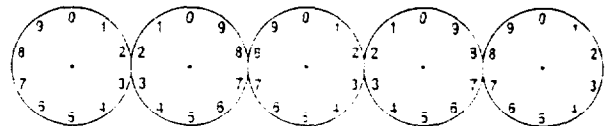
BILL FORM

HENDERSON UNION ELECTRIC COOPERATIVE  
6402 Old Corydon Rd., Post Office Box 18  
Henderson, KY 42420-0018



ACCOUNT NUMBER	METER NUMBER
----------------	--------------

READ YOUR METER ON THE



MARK EXACTLY AS APPEARS ON METER

--	--	--	--	--

DATE METER READ

I Am Voluntarily Adding \$        To My Payment For WinterCare

DATE BILLED	DUE DATE	PAY THIS AMOUNT AFTER DUE DATE	PAY THIS AMOUNT ON OR BEFORE DUE DATE
-------------	----------	-----------------------------------	--

PLEASE RETURN ENTIRE BILL WHEN PAYING IN PERSON - PLEASE RETURN UPPER PORTION WHEN PAYING BY MAIL

SERVICE ADDRESS		ACCOUNT NUMBER			
		DUE DATE	PAY THIS AMOUNT AFTER DUE DATE	PAY THIS AMOUNT ON OR BEFORE DUE DATE	
SERVICE	READINGS FROM TO	METER NUMBER	MULT.	KWH USE	CHARGES

OFFICE / EMERGENCY NUMBERS: (502) 826-3991 (HENDERSON), (502) 965-3186 (MARION), TOLL FREE IN KY 1-800-844-HUEC  
OFFICE HOURS: MONDAY - FRIDAY 7:30 AM - 4:30 PM

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HENDERSON UNION ELECTRIC  
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PURSUANT TO 607 KAR 5.011,  
SECTION 9(1)

RULES AND REGULATIONS

DIRECTOR, RATES & RESEARCH DIV.

BILL FORM - DEMAND METER INVOICE

HENDERSON UNION ELECTRIC COOPERATIVE  
6402 Ola Canyon Rd., Post Office Box 18  
Henderson, KY 42420-0018



Example

ACCOUNT NUMBER	METER NUMBER
READ YOUR METER ON THE	
MARK EXACTLY AS APPEARS ON METER	
3	1 4 4 4

DATE METER READ

I Am Voluntarily Adding \$ \_\_\_\_\_ To My Payment For WinterCare

2/05/95	2/15/96	36,306.51	34,577.63
DATE BILLED	DUE DATE	PAY THIS AMOUNT AFTER DUE DATE	PAY THIS AMOUNT ON OR BEFORE DUE DATE

PLEASE RETURN ENTIRE BILL WHEN PAYING IN PERSON - PLEASE RETURN UPPER PORTION WHEN PAYING BY MAIL

SERVICE ADDRESS		ACCOUNT NUMBER	
		3	
		DUE DATE	PAY THIS AMOUNT AFTER DUE DATE
		2/15/96	36,306.51
			34,577.63
SERVICE	READINGS FROM TO	METER NUMBER	MULT. KWH USE CHARGES

12/31 1/31

642040

LARGE POWER LP3 501 TO 2000 KW

PREVIOUS MONTH'S CREDIT BALANCE

1,933.03C

FACILITY CHARGE

17.20

KW DEMAND 1,924.000 TIMES 10.15

19,523.50

KWH X RATE = COST

100,000 .0310348 3,103.46

542,640 .0254405 13,805.09

KWH CHARGE

16,908.55

FUEL CREDIT 642640(KWH) X .002370000-(FUEL RATE)

1,344.38CR

METER SURCHARGE

926.29

P/F PENALTY CHARGE

974.40

PLEASE PAY THIS AMOUNT BY 02/15/96

34,577.63

PLEASE PAY THIS AMOUNT AFTER 02/15/96

36,306.51

KW DEMAND FOR PAST 12 MONTHS

2/95	1502.000	3/95	1744.000	4/95	1708.000	5/95	1755.000
6/95	1459.000	7/95	1517.000	8/95	1508.000	9/95	1820.000
10/95	1833.000	11/95	1914.000	12/95	1773.000	1/96	1924.000

OFFICE / EMERGENCY NUMBERS (502) 326-1991 (HENDERSON) (502) 365-3136 (MARION) TOLL FREE IN KY 1-800-844-HUEC  
OFFICE HOURS MONDAY - FRIDAY 7:30 AM - 4:30 PM

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PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY Phyllis Lanning  
DIRECTOR, RATES & RESEARCH DIV.

HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

RULES AND REGULATIONS

BILL FORM - LATE NOTICE/DISCONNECT NOTICE

HENDERSON UNION ELECTRIC COOPERATIVE  
6402 Old Corydon Road  
P.O. Box 18  
Henderson, Kentucky 42420-0018

PHONE (502) 826-3991 • TOLL FREE 1-800-844-HUEC  
OFFICE HOURS - 7:30 AM TO 4:30 PM MONDAY - FRIDAY

DATE SUBJECT  
TO DISCONNECT

DATE OF THIS NOTICE DATE BILL WAS DUE

ACCOUNT NUMBER	SERVICE ADDRESS	AMOUNT DUE

IMPORTANT NOTICE  
CONCERNING YOUR PAYMENT AND ELECTRIC SERVICE

Dear Member:

Our records indicate that we had not received payment for your electric bill by its due date. If payment has been made prior to your receipt of this notice, we thank you and kindly ask that you disregard this notice. If you have not remitted your payment, please give this matter your immediate attention.

NOTICE OF INTENT TO TERMINATE ELECTRIC SERVICE

Unless we receive payment in full or alternative payment arrangements are made (see reverse side) within ten (10) days of this FINAL NOTICE, a serviceman will be dispatched to collect same and collect an additional service charge. In the event service is disconnected, electric service cannot be reconnected until all amounts including service charges and deposits are paid in full. This is in accordance with policy established by your Board of Directors. THIS IS YOUR FINAL NOTICE. Termination date shall not be effected by receipt of any subsequent bill.

METER SERIAL NUMBER

See reverse side for  
additional information  
regarding disconnect  
procedure.

IF YOU HAVE PAID YOUR BILL SINCE DUE DATE, PLEASE DISREGARD

PAST DUE  
NOTICE

ACCOUNT NUMBER

TOTAL AMOUNT DELINQUENT

AMOUNT ENCLOSED

PLEASE MAKE CHECK  
OR MONEY ORDER  
PAYABLE TO:

HENDERSON UNION  
ELECTRIC COOP

PLEASE RETURN THIS STUB  
WITH YOUR REMITTANCE

NOTICE OF CUSTOMER RIGHTS AND REMEDIES

This notice gives pursuant to the regulations of the Kentucky Public Service Commission providing generally that:

1. Electric service shall not be terminated if payment is delivered within the specified time to either Henderson Union's offices located in Henderson, Marion and Dixon, Kentucky, or to any employee dispatched to disconnect service.
2. Service to a residence will not be terminated when the customer and Henderson Union have negotiated a partial payment plan covering the payment of any delinquent amounts and the customer is meeting the requirements of the plan.
3. A residential customer and Henderson Union may negotiate a budget payment providing for the payment of a fixed amount each month on a yearly basis in lieu of actual monthly billings.
4. Local, state and federal programs are available which provide financial assistance in the payment of utility bills for those who may qualify for such assistance. Henderson Union will upon request make available a list of known assistance programs or you may call the Kentucky Association for Community Action, Inc. at 1-800-456-3452, or the Department of Human Resources Ombudsman at 1-800-372-2973.
5. If an existing illness or infirmity of a resident of the affected residence (supported by written certificate of a physician, registered nurse, or public health officer) would be aggravated by the termination of electric service, termination shall not be effected until said resident can make other living arrangements, or until thirty (30) days have elapsed from the date Henderson Union gives written notice of possible programs offering financial assistance in the payment of utility bills.
6. You have the right to dispute the reason for the service termination.
7. You have the right to contact the Kentucky Public Service Commission concerning this notice. Telephone 1-800-772-4636.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE OR YOUR PAST-DUE BILL, OR IF YOU DESIRE FURTHER INFORMATION OR ASSISTANCE CONCERNING ANY OF THESE MATTERS OR YOUR RIGHTS, PLEASE VISIT OR CALL IMMEDIATELY ANY OF HENDERSON UNION'S THREE OFFICES NOTED BELOW.

MAIN OFFICE  
6402 Old Corydon Road  
P.O. Box 18  
Henderson, Kentucky 42420  
502-826-3991

MARION BRANCH  
703 Main Street  
P.O. Box 268  
Marion, Kentucky 42064  
502-965-3186  
TOLL FREE NUMBER: 1-800-844-4832

DIXON BRANCH  
Gardner-Polley, Ins.  
Court House Square  
Dixon, Kentucky 42409  
502-639-9123

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ISSUED BY

John West  
John West

President & CEO

Title

P. O. Box 18, Henderson, KY 42420

Address

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HENDERSON UNION ELECTRIC  
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PURSUANT TO 207 KAR 5011,  
SECTION 9 (1)

Canceling P.S.C. KY No. 8

BY Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV

Original Sheet No. 20

**RULES AND REGULATIONS**

30. COLLECTION CHARGE

Should it become necessary for a representative of Henderson Union to call at the member's premises or other location for the purpose of collecting a delinquent account, a charge of \$10.00 will be made to the member's account for the extra service rendered, due and payable at such time delinquent account is collected. Henderson Union will charge a collection charge only once in any bill period. If service is discontinued for nonpayment, an additional charge of \$10.00 will be made for reconnecting service, due and payable at time of such reconnection. (T)

31. RETURNED CHECK CHARGE

When a check is received in payment of a member's account and returned unpaid by a bank for any reason, such account, together with all others owed by the member shall be due and payable upon demand, and such member subject to discontinuance of service without further notice.

Henderson Union will assess a \$10.00 handling fee for any check that is returned to Henderson Union from the member's bank for insufficient funds or any reason for nonpayment.

32. SPECIAL METER READING CHARGE

All meters with demand devices are read by a representative of Henderson Union.

Henderson Union utilizes a one-card system which includes the bill and the meter card. The bill/meter card is mailed monthly to all other members. Upon failure of a member to return the meter reading card for three consecutive months, Henderson Union shall have its representative read the member's meter and a service charge of \$10.00 will be made for the extra service rendered. The service charge will be made to the member's account and will be due and payable upon notice of said charge. In the event that an error in meter reading should be made, then the member shall pay for that month an equal to approximately his average bill. The following month his bill shall be computed on the regular schedule prorated for two months, and the amount paid shall be credited.

33. MONITORING USAGE

The following procedure has been established for monitoring member usage so as to detect any unusual deviations in individual member usage and the reasons for such deviations:

(a) The computerized billing system is programmed to automatically alert Henderson Union to any member provided monthly meter readings which would cause KWH usage to be significantly higher or lower than usual. The criteria employed in the computer program to determine "high" usage is the current month's KWH usage is 200% higher than the prior month's usage. The "low" usage computer program criteria is when the current month's KWH usage is

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PUBLIC SERVICE COMMISSION  
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HENDERSON UNION ELECTRIC  
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BY *Shelly Lanning*  
RULES AND REGULATIONS

50% less than the prior month's usage. Based on these criteria, a computer exception report is produced daily that identifies member's accounts which have significantly higher or lower KWH usage than in the previous month.

(b) The daily high/low exception report is reviewed by Henderson Union billing department personnel, wherein they consider the type of service, past KWH usage history, weather conditions, or other unique circumstances in trying to determine cause. If the cause for deviation cannot be determined from analysis of member's billing records, Henderson Union will contact customer by phone or in writing for additional verification of meter reading.

(c) Where the deviation is not other wise explained, Henderson Union will test the member's meter to determine proper registration as prescribed by regulations of Kentucky Public Service Commission. Henderson Union will notify the customer of the investigation, its findings, and any refunds or backbilling in accordance with 807 KAR 5:006, Section 10(4) and (5). Henderson Union will use the same process to investigate usage deviations brought to its attention as a result of its ongoing meter reading programs or by member inquiry.

34. RATES

Member billing is prepared on basis of rates approved by the Board of Directors and the Public Service Commission.

35. DELINQUENTS

In case a delinquent bill is uncollected, and service disconnected by reason thereof, then payment may be required of all amounts due by such member before reconnection.

Classification of Members

36. SCHEDULE "A" - RESIDENTIAL (Single Phase- 50 KVA Installed Capacity or Less)

This rate shall apply to electric service to single family dwellings, residences, schools, churches, civic organizations and like member of a noncommercial nature.

37. SCHEDULE "B" - FARM, GOVERNMENT, OR COMMERCIAL (50 KVA INSTALLED CAPACITY OR LESS)

This rate shall apply to electric service accounts for commercial, farm and government members.

38. SCHEDULE "B-1" - FARM OR COMMERCIAL (51 TO 501 KVA INSTALLED CAPACITY)

This rate shall apply to any farm, school, church, or commercial service located on or near three-phase service.

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HENDERSON UNION ELECTRIC  
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PURSUANT TO 607 KAR 5.011,  
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BY Phillip Lewis  
RULES AND REGULATIONS

39. SCHEDULE "B-2" - GRAIN BIN (51 TO 500 KVA)  
This rate shall apply to any grain drying service.
40. SCHEDULE "LP-3" - (501 TO 2000 KW) Dedicated Delivery Point  
This rate shall apply for large power members contracting for a demand of 501 to 2000 KW.
41. SCHEDULE "LP-3" - (501 TO 2000 KW) Non-dedicated Delivery Point  
This rate shall apply for large power members contracting for a demand of 501 to 2000 KW.
42. SCHEDULE "LP-3 OFF-PEAK RATE RIDER - LARGE POWER (501 TO 2000 KW) Non-dedicated Delivery Point  
This rate shall apply for large power consumers contracting for a demand of 501 to 2000 KW.
43. SCHEDULE "LP-4" - LARGE POWER (Over 2000 KW)  
This rate shall apply for large power members contracting for a demand of not less than 2001.
44. SCHEDULE "SL" - STREET LIGHTS  
This rate shall apply to any member or organization within service area requiring "SL."
45. SCHEDULE "D" - SECURITY LAMP  
This rate shall apply to any member within the service area.
46. TERMS OF PAYMENT  
  
Delinquent accounts are subject to a collection fee of \$10.00 or disconnection of service. The above rates are net, the gross rate being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rate shall apply.
47. NO PREJUDICE OF RIGHTS  
  
Failure by Henderson Union to enforce any of the terms of this tariff shall not be deemed as a waiver of the right to do so.
48. FUEL ADJUSTMENT CHARGE  
  
In case for any month the rate under which Seller (Henderson Union Electric Henderson Union) purchases power wholesale from its supplier (Big Rivers Electric Corporation) is adjusted in accordance with any present or future fuel cost or surcharge provided for in Seller's wholesale power contract or by order of the Public Service Commission, then the foregoing monthly energy charges shall be adjusted for each kilowatt hour sold by dividing the total dollar amount of such fuel and surcharge cost adjustment to Seller attributable to each class of service by the total number of kilowatt hours sold by Seller for such class of service for the billing month.

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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

FEB 22 1996

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY Phillip J. Lewis

RULES AND REGULATIONS

(The above Fuel Adjustment Charge is subject to the provisions of and may be amended from time to time to conform to 807 KAR 5:056 and to any adjustment if the fuel clause or other increments which may be made in Big Rivers Electric Corporation's fuel charges under 807 KAR 5:056 by the Public Service Commission.)

49. ENVIRONMENTAL SURCHARGE

(N)

(1) Billings to Customers Served From Non-Dedicated Delivery Points

Billings computed pursuant to rate schedules to which this environmental surcharge is applicable shall be increased or decreased during each month by the following environmental surcharge factor applied to each kilowatt hour sold:

$$\text{Environmental Surcharge Factor} = \frac{EN(m)}{P(m)}$$

Where EN is the aggregate monthly charge or credit from the seller's wholesale power supplier for all non-dedicated delivery points for environmental surcharge (plus any over/under recovery from the prior month) and P is the total purchased, less line losses equal to a twelve-month moving average not to exceed ten percent (10%). (M) period shall be the first month preceding the month in which the environmental surcharge is billed.

(2) Billings to Customers served from Dedicated Delivery Points (No Line Losses to Seller)

Billings computed pursuant to rate schedules or special contracts to which this environmental surcharge is applicable shall be increased or decreased during each month equal to the amount billed to the seller for the customer's dedicated delivery point by the wholesale power supplier for environmental surcharge.

(3) Rate schedule (1) above shall apply to Henderson Union Electric Cooperative rate schedules "A", "B", "B-1", "B-2", "B-2" - Grain Bin, "LP-3 Nondedicated Dedicated Delivery", "LP-3 Off Peak Non-dedicated Rate Rider", "SL", "D", and rate schedule (2) above shall apply to Henderson Union Electric Cooperative rate schedules "LP-3 Dedicated Delivery Point", and "LP-4" and ALCAN SMELTER RATE.

50. BUDGET BILLING

Henderson Union has a budget payment plan available for its residential members whereby a member may elect to pay a monthly amount for the budget year in lieu of monthly billings for actual usage. The monthly budget payment will be determined by Henderson Union based, under normal circumstances, on a minimum of one-twelfth of the estimated annual usage, subject to review and adjustment during the budget year. The normal budget year will be October through September with the settlement month in September.

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John West

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For All Territory Served

P.S.C. No. 9

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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY Phyllis Lanning  
DIRECTOR, RATES & RESEARCH DIV

**RULES AND REGULATIONS**

The following are the conditions of the Budget Billing contract:

The member's account may be adjusted through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last budget amount.

Any member being billed by budget payment contract agrees to all rules, regulations and policies as all other members receiving service from Henderson Union.

In addition to making the budget payment monthly, the member agrees to render a meter reading by the due date or if the account is estimated for three consecutive months, Henderson Union personnel will read the meter which will result in a \$10.00 meter reading fee being added to the bill.

If member fails to pay bills as rendered under the budget payment plan, Henderson Union reserves the right to revoke the plan, restore the member to regular billing and require immediate payment of any deficiency.

The member may cancel the budget payment plan by giving a 30-day notice or by disconnection of service. Upon termination of the contract, the final billing will be adjusted to actual usage.

Failure to receive a bill in no way exempts member from the provision of these TERMS AND CONDITIONS.

Fuel clause adjustments (+/-) are in addition to the minimum.  
Members's bill will be due within 10 days from date of bill.

51. **ENERGY EMERGENCY CONTROL PROGRAM**

Purpose -To provide a plan for reducing the consumption of electric energy on Henderson Union Electric Cooperative Corporation (Company) system in the event of a severe coal shortage, such as might result from a general strike in the coal mines, or from a request for load curtailment from our wholesale supplier or other sources of information.

For the purpose of this program, the following priority levels have been established:

- I. Essential Health and Safety Uses-as defined in Appendix A
- II. Residential Uses-as defined in Appendix B
- III. Commercial Uses-as defined in Appendix B
- IV. Industrial Uses-as defined in Appendix B
- V. Nonessential Uses-as defined in Appendix C

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COOPERATIVE CORPORATION

PURSUANT TO 807 KAR 50.11,  
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BY Phyllis Lammie  
DIRECTOR OF REGULATIONS

Original Sheet No. 25

**RULES AND REGULATIONS**

**Procedures**—In the event of a potential severe coal shortage, such as one resulting from a general coal strike the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. The "days' operation" referred to below will be furnished by the generation and transmission utility which supplied the wholesale power to the company. After each curtailment of electric service, the generation levels will be adjusted to the new, reduced level in the calculation by the generation and transmission utility of the "days' operation" of remaining coal inventory.

- I. To be initiated when Big Rivers Electric Corporation's fuel supplies are decreased to 50 days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - 1) Curtail the use of energy in all company offices, plants, etc.
- II. To be initiated when Big Rivers Electric Corporation's fuel supplies are decreased to 40 days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - 1) Curtail electric energy consumption by members on interruptible contracts to a maximum number of hours of use per week as negotiated within the context to the contract provisions.
  - 2) Through use of the news media and direct member contact, appeal to all members, both retail and wholesale, to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the nonessential use of electricity (Priority Level V) by at least 5%.
  - 3) The Company shall advise members of the nature of the mandatory program to be introduced in Section III below through direct contact and mass media, and establish an effective means of answering specific member inquiries concerning the impact of the mandatory program on his electricity availability.
- III. To be initiated in the order indicated below when Big Rivers Electric Corporation's fuel supplies are decreased to 30 days' operation of coal-fired plants and continued downward trend in coal stocks is anticipated:
  - 1) Implement mandatory curtailment of electric service to all members as indicated below:
    - (a) Priority Level V - 100%
    - (b) Priority Level IV-5% (based on the "monthly base period use" as defined in Appendix D)

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HENDERSON UNION ELECTRIC  
COOPERATIVE CORPORATION

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY Phyllis Lanning  
DIRECTOR, RATES & RESEARCH DIV.

**RULES AND REGULATIONS**

- (c) Priority Level II and Priority Level III-15%
- 2) Utilize voltage reduction as a means of reducing KWH consumption if this is deemed a feasible and viable measure in the Company's service area.
- 3) The Company shall advise all members of the mandatory program specified in Section IV below.
- IV. To be initiated when Big Rivers Electric Corporation's fuel supplies are decreased to 0 days' operation of coal-fired generation (at the daily burn rate resulting from the curtailments implemented in Section III, above) and continued downward trend in coal stock is anticipated.
- 1) Implement mandatory curtailment of electric service to all members as indicated below:
- (a) Priority Level V-100%
- (b) Priority Level IV-50% (an additional 5% of the original "monthly base period use" as defined in Appendix D).
- (c) Priority Level II and Priority Level III 5%
- (d) Priority Level I-10%
- 2) The company shall advise all members of the mandatory program specified in Section V below.
- V. To be initiated when the Big Rivers Electric Corporation notifies the Company that fuels supplies are decreased to a level which will result in 60 days' operation remaining for Priority Levels I, II, and III, after the following curtailment has been implemented.
- 1) Implement mandatory curtailment of electric service to all priority levels (including Priority Level I) at a minimum service level which is not greater than that required for protection of human life and safety, protection of physical plant facilities, and employees' security.
- 2) The Company shall advise all members of the mandatory program specified in Section VI below.
- VI. To be initiated as a measure of last resort when Big Rivers Electric Corporation's fuel supplies are decreased to 15 days' operation of coal fired generation (at daily burn rate resulting from the curtailments implemented in Section V, above) and continued downward trend in coal stocks is anticipated:

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HENDERSON UNION ELECTRIC  
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PURSUANT TO 807 KAR 5.011,  
SECTION 19 (1)

BY: Phyllis Harkin  
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**RULES AND REGULATIONS**

- 1) Implement procedures for interruption of selected distribution circuits on rotational basis, while minimizing—to the extent practicable—interruption to Priority Level I.

With regard to mandatory curtailment identified in Sections III, IV, V, and VI above, the Company proposes to monitor compliance after the fact, to the extent feasible, as approved by the Commission. A member exceeding his electric energy allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's written notice, disconnection of electric service for the duration of the energy emergency.

Termination of Energy Emergency—The Energy Emergency Control Program shall be terminated upon notice of the Commission, when

- (a) the remaining days of operation of coal-fired generation is at least 0 days
- (b) coal deliveries have been resumed
- (c) there is reasonable assurance that the coal stocks are being restored to adequate levels.

**APPENDIX "A"**  
**ESSENTIAL HEALTH AND SAFETY USES**

Essential health and safety uses given special consideration in these procedures shall, insofar as the situation permits, include the following types of use and such other uses which the Commission may subsequently identify:

- (a) "Hospitals", which shall be limited to institutions providing medical care to patients.
- (b) "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- (c) "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of person. These uses shall include essential street, highway and signal-lighting services.
- (d) "Fire Station", which shall be limited to facilities housing mobile fire-fighting apparatus.
- (e) "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (f) "Water and Sewage Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (g) "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services.

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PURSUANT TO 307 KAR 5.011,  
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BY Phillip S. Lammie  
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**RULES AND REGULATIONS**

- (h) "Other Energy Source Services", which shall be limited to essential uses required for the production, transportation, transmission and distribution—for fuel—of natural or manufactured gas, coal, oil or gasoline.
- (i) "Perishable Food or Medicine", which shall be limited to refrigeration for the storage and preservation of perishable food or medicine, when that use is substantially all of the member's load.

Although these types of uses will be given special consideration when implementing the manual load-shedding provision of this procedure, these members are encouraged to install emergency generation equipment if continuity of service is essential. In case of members supplied from two utility sources, only one source will be given special consideration. Also, any other member who, in their opinion, have critical equipment should install emergency generation equipment.

**APPENDIX "B"**

**RESIDENTIAL USES, COMMERCIAL USES, AND INDUSTRIAL USES**

"Residential Uses", "Commercial Uses", and "Industrial Uses", shall be defined for purposes of this Energy Emergency Control Program to be the same as the "Residential", "Commercial" and "Industrial" classifications, respectively, in the rate schedules in the Electric Distribution Utility Company's tariff, with the exclusion of those uses defined as "Essential Health and Safety Uses" in Appendix A and those defined as "Nonessential Uses" in Appendix C.

**APPENDIX "C"**

**NONESSENTIAL USES**

The following and similar types of uses of electric energy and others which the Commission may subsequently identify shall be considered nonessential for all members:

- (a) Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- (b) General interior lighting levels greater than minimum functional levels.
- (c) Show-window and display lighting.
- (d) Parking-lot lighting above minimum functional levels
- (e) Energy use greater than that necessary to maintain a temperature of not less than 78 degrees during operations of cooling equipment and not more than 65 degrees during operation of heating equipment.
- (f) Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- (g) Energy use greater than that which is the minimum required for lighting, heating or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

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HENDERSON UNION ELECTRIC  
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PURSUANT TO 807 KAR 5011,  
SECTION 9(1)

BY Phyllis Hannon  
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**RULES AND REGULATIONS**

**APPENDIX "D"  
MONTHLY BASE PERIOD**

"Monthly Base Period Use" is defined as the member's usage during the corresponding monthly billing cycle of the twelve monthly billing periods immediately prior to December 31 of the year immediately preceding the current year, adjusted to reflect any increases or decreases of load in the most recent three-month period due to the installation or removal of equipment or a change in operating rate as computed in the formula.

Upon application by the member and agreement by the Company, a one-time adjustment of the monthly energy use of the twelve-month billing period ending December 31 of the year immediately preceding the current year, or an adjustment of the prior three-month usage (PQKWH), will be made to correct any abnormalities of energy use resulting from such events as strikes and breakdowns of major equipment that may have occurred during the period in question. For members connected after December 31 of the year preceding the current year by one year, base period energy use will be negotiated between the member and the Company

$$\text{AMPB} = \text{CM} \times \frac{\text{PQ}}{\text{BPQ}}$$

**WHERE:**

AMPB = Adjusted Monthly Base Period (KW or KWH)

CM = Corresponding month during the year immediately preceding the current year

PQ = Average use (KW or KWH) for the second, third and fourth monthly billing periods immediately prior to the date of the curtailment order. Should a curtailment be extended so that one of the three monthly billing periods reflects usage under a curtailment period, the actual billing for that month is replaced with the AMPB previously calculated or that month.

BPQ = Average of corresponding three monthly billings prior to CM.

Example: (Curtailment ordered during month of May 1981)

**1st Curtailment Month**

Since the April 1981 billing may not always be available, then for uniformity to all members—from the time curtailment is ordered until the May meter reading date

$$\text{May '81} = \frac{(\text{Jan., Feb., March}) '81 \times \text{May '80}}{(\text{Jan., Feb., March}) '80}$$

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PURSUANT TO 807 KAR 5011,  
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**RULES AND REGULATIONS**

2nd Curtailment Month

June '81 = (Feb., March, April) '81 x June '80  
(Feb., March, April) '80

3rd Curtailment Month

Since May '81 will reflect electric use under a curtailment, May '81 will be replaced with May '81 as calculated in the 1st curtailment Month:

July '81 = (March, April, May) '81 x July '80  
(March, April, May)

NOTE: The nomenclature for any one billing period is determined by the last reading date in the period, i.e., a bill from April to May is considered the May billing period.

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